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KPOW.94403

August 30, 2017

VIA EMAIL (Sharla.Dillon@tn.gov) & FEDEX

Mr. David Price, Chairman
c/o Sharla Dillon, Dockets & Records Manager
Tennessee Public Utilities Commission
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Resolution of Boundary Dispute Between Kingsport
Power Company d/b/a AEP Appalachian Power and
Bristol Tennessee Essential Services
Docket No. 17- 17-00087

Dear Chairman Price:

On behalf of Kingsport Power Company, we transmit herewith the following:

Petition of Kingsport Power Company d/b/a AEP Appalachian Power Requesting the
Tennessee Public Utility Commission Commence a Contested Case to Resolve in
Kingsport's Favor a Boundary Dispute

The originals and four (4) copies are being sent via Federal Express.

Very sincerely yours,

HUNTER, SMITH & DAVIS, LLP

William C. Bovender

Enclosures: As stated

cc: Dr. R. Michael Browder (w/enc.)
Kelly Grams, General Counsel (w/enc.)

Mr. David Price, Chairman

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August 30, 2017

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Mayor Richard S. Venable (w/enc.)

Ms. Evelyn Rafalowski (w/enc.)

Joseph B. Harvey, Esq. (w/enc.)

BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION

NASHVILLE, TENNESSEE

IN RE:)
)
RESOLUTION OF BOUNDARY DISPUTE)
BETWEEN KINGSPORT POWER COMPANY) DOCKET NO.: 17-_____
d/b/a AEP APPALACHIAN POWER AND)
BRISTOL TENNESSEE ESSENTIAL SERVICES)
AS AUTHORIZED BY T.C.A. § 65-34-105)

PETITION OF KINGSPORT POWER COMPANY d/b/a AEP APPALACHIAN POWER,
REQUESTING THE TENNESSEE PUBLIC UTILITY COMMISSION COMMENCE A
CONTESTED CASE TO RESOLVE IN KINGSPORT POWER'S FAVOR A BOUNDARY
DISPUTE WITH BRISTOL TENNESSEE ESSENTIAL SERVICES PURSUANT TO T.C.A. §
65-34-105 AND GRANT DECLARATORY AND INJUNCTIVE RELIEF

Comes Petitioner, Kingsport Power Company, d/b/a AEP Appalachian Power (herein sometimes "KgPCo"), and requests the Tennessee Public Utility Commission ("TPUC"): (a) convene a contested case under T.C.A. § 4-5-301, *et seq.* and TPUC Rules and Regulations 1220-1-2-.02 to resolve a boundary dispute between KgPCo and Bristol Tennessee Essential Services ("BTES") related to providing electric service to the new Sullivan County, Tennessee High School pursuant to T.C.A. § 65-34-105 (b) determine that only Petitioner can serve the school site; and (c) grant to Petitioner both declaratory, pursuant to T.C.A. § 4-5-223 *et seq.*, and permanent injunctive relief pursuant to T.R.C.P. 65, as discussed more fully herein below:

1. It is represented that any notice or communication with respect to this or any related Petition be sent to the following:

- A. Andrew Shaffron, Kingsport District Manager
Kingsport Power Company d/b/a AEP Appalachian Power
420 Riverport Road
Kingsport, TN 37660
Ph: (423) 578-2201
Email: ashaffron@aep.com
- B. William K. Castle, Director, Regulatory Services VA/TN
Appalachian Power Company
Three James Center
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Email: wkcastle@aep.com
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2. Petitioner is a Virginia Corporation with its principal office located in Kingsport, Sullivan County, Tennessee. It is engaged in the business of distributing electric power to approximately 47,000 customers in its service area which includes parts of the City of Kingsport, Tennessee; the Town of Mt. Carmel, Tennessee; Sullivan County, Tennessee; Hawkins County, Tennessee and Washington County, Tennessee. The boundary dispute in question concerns

Petitioner's service area in the Seventh (7th) Civil District of Sullivan County, Tennessee, shown generally on the assessor's maps at all times relevant to this proceeding, including Sullivan County Tax Map 079, and discussed generally in a deed from Joseph S. Isley, et al. to J.E. Myers, et ux. made and entered into August 10, 1944, contained in Book 69A, pages 118-120, in the Register's Office for Sullivan County, Tennessee, at Blountville, Tennessee.

3. In July of 1931, Kingsport Utilities, Incorporated was granted a franchise by Sullivan County, Tennessee, which contains the following provisions:

"This is a franchise granting the company the right to construct, maintain and operate its service lines for the transmission of electric...energy for distribution along, upon, over and across the public roads, highways and thoroughfares in said county including those now in existence and any that hereafter may be in existence. This franchise was approved by the Railroad and Public Utilities Commission of the state of Tennessee July 27, 1931, docket No. 1667."

This Franchise Agreement is EXHIBIT 1 hereto. KgPCo is the successor of Kingsport Utilities, Incorporated. That franchise agreement was approved by the Railroad and Public Utility Commission of the State of Tennessee (predecessor to TPUC) on July 27, 1931. The area in dispute in this proceeding is part of the franchise territory granted to Kingsport Utilities, Incorporated (and, hence, KgPCo).

4. By deed made and entered into on August 10, 1944, as mentioned above, J.E. Myers and wife, Verna A. Myers, purchased a tract of land in the Seventh (7th) Civil District of Sullivan County, Tennessee, which was considerably larger than, but includes, the land area on which the new high school will be built. A copy of the Myers deed is attached as EXHIBIT 2. The Myers tract encompassed an area running from Barger and Myers properties to the north,

east, west, and south of the new high school's footprint across what is now Interstate 81, to Shipley Ferry Road. Attached as EXHIBIT 3 is an illustration of the Myers tract which also shows the new school's footprint.

5. By instrument dated September 27, 1945, Mr. and Mrs. Myers granted a Utility Easement to Kingsport Utilities, Inc. (predecessor to KgPCo) which was recorded in the Register's Office for Sullivan County, Tennessee on July 9, 1948 in Deed Book 102A, Page 52. That Utility Easement gave Kingsport Utilities, Inc and its successors and assigns "...the right and easement to construct, operate, and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles..." over the Myers tract. (See, Easement, EXHIBIT 4). Other property owners around the Myers tract also granted to KgPCo Utility Easements during the same time frame as the Myers grant.

6. Commencing in 1947, and continuing to 1986, KgPCo set poles and strung power lines into and around the Myers tract, and adjoining tracts including the area where the new school will be built. Attached as EXHIBIT 5 is a diagram which shows the location of these poles and lines. Attached as EXHIBIT 6 is a Google Earth photograph which shows the current location of KgPCo lines and the single line BTES has newly erected and placed on the school site in violation of state law as discussed more fully herein below. KgPCo has provided electric service to the larger Myers tract, including the tract where the school will be built, continuously since 1947, along with providing electric service to adjoining tracts as well over the years. Hence, KgPCo has a franchise to serve the school tract from Sullivan County, a utility easement from the Myers which runs with the land, has served the school tract area since 1947, and was serving the school tract on February 16, 1989. As such, the school site was within KgPCo's

geographic territory and service territory on February 16, 1989, the legal significance of which is explained below.

7. At no time prior to recently placing a pole on the school site, has BTES ever had a pole, line or other equipment on the site in question nor has BTES ever provided electric service to any portion of the school site at any time or to any customers thereon. KgPCo has found nothing to indicate BTES has a franchise from Sullivan County or a utility easement for the school site, and BTES has refused to provide said information in response to KgPCo's requests.

8. The site of the school is depicted on EXHIBIT 6 in yellow. The two deeds which conveyed the site to the Sullivan County Board of Education are attached as EXHIBIT 7 and 8. Both deeds were recorded June 9, 2017. A rendering of the new school site is attached as EXHIBIT 9.

9. In addition to the franchise granted by Sullivan County, Tennessee, to Kingsport Utilities, Incorporated, Kingsport Electric Light and Power Company, the predecessor to Kingsport Utilities, Inc. was granted an exclusive franchise to provide electric service in the City of Kingsport on May 24, 1917, a 99 year franchise, which expired within the last year. KgPCo was then granted a non-exclusive twenty (20) year franchise by the City of Kingsport, which was subsequently approved by TPUC. (Docket No 16-00033) That original exclusive franchise permitted KgPCo to expand its service into areas which the City of Kingsport annexed, and existing law up to 1989 did not require KgPCo to compensate incumbent power providers in newly-annexed areas even if capital improvements had been made by those incumbent power providers.

10. KgPCo is, essentially, the only non-consumer owned electric system in the State of Tennessee. It is, however, a public electric system under Tennessee law and is regulated by

TPUC. The Tennessee Valley Authority power distributors around KgPCo's service territory, which are considered under Tennessee law to be electric and community service cooperatives or municipal electric systems, include Holston Electric Cooperative, Johnson City Power Authority, and BTES.

11. BTES is a municipal electric system formed under the Municipal Electric Law of 1935. It is owned by the City of Bristol, Tennessee. Its service territory includes the City of Bristol, Tennessee, the Town of Bluff City, Tennessee, and portions of Sullivan County, Tennessee. BTES does provide electric service to areas within miles of the site of the new school but has never serviced any portion of that area prior to placing a pole within the past two months. BTES has never provided service to any portion of the Myers tract, north of Interstate 81 discussed hereinabove.

12. In 1988/1989 a controversy arose among KgPCo, BTES, and Johnson City Power Board over the right of KgPCo to expand its services into areas the City of Kingsport had annexed. With respect to this boundary dispute, the controversy between KgPCo and BTES concerned what was then known as the Steadman Farm property which lay between Tri-Cities Airport and what is now the area near Interstate 81. The City of Kingsport purchased the Steadman Farm property, which was served, to some degree, by BTES along State Highway 75. KgPCo gave notice it would expand its services into the new Steadman Farm portion of the City of Kingsport, pursuant to its exclusive franchise with the City of Kingsport.

13. Both BTES and Johnson City Power Board opposed the position of KgPCo; and, BTES spearheaded an effort by TVA distributors, including BTES and Johnson City Power Board, to prevent KgPCo from expanding its existing service territory by having legislation introduced in the Tennessee General Assembly to block any KgPCo expansion.

14. While the various bills were pending, BTES, KgPCo, and the Johnson City Power Authority did engage in negotiations but no final agreement was reached initially. One of the bills pending in the General Assembly was Senate Bill 1336, House Bill 1135 which all three electric systems eventually came to support.

15. By Letter Agreement dated April 19, 1989, the Chief Executives of KgPCo, BTES and Johnson City Power Board agreed not only to support said bill, but also agreed to several points which are relevant to this boundary dispute. Attached as EXHBIT 10 is the Letter Agreement. Specifically, TPUC should note the following portions of this Letter Agreement:

(a) “Kingsport Power Company, Bristol Tennessee Electric System and Johnson City Power Board are public electric systems that distribute at retail electricity to residential, commercial, and industrial customers in adjoin service areas”. (Emphasis added).

(b) “Kingsport Power Company provides retail electric service in certain areas within Sullivan County...”

(c) “Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board desire to further the purposes of Senate Bill 1336 and House Bill 1135 by entering into an agreement to adjust the boundaries of their geographic territories, thus avoiding excessive consumer costs and adverse environmental and aesthetic impacts. Said agreement shall provide that all areas located within the city limits of Kingsport on February 16, 1989, shall be served by Kingsport Power Company, that no consideration is to be paid to Bristol or Johnson City for the right to serve said areas and that the parties agree not to extend service beyond the Current Geographic Territories as defined in said Bill, as amended by agreements pursuant to Section 8 of said Bill, except as incident to annexation.” (Emphasis added).

(d) “Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board intend that the Agreement shall only have effect to provide for the adjustment of their geographic territories in accordance with its terms if Senate Bill 1336/House Bill 1135 is enacted into law in the form as originally introduced with the addition of the attached Amendments. The parties intend that the Agreement shall not be effective if Senate Bill 1336/House Bill 1135 does not become law in the form described in the preceding sentence.”

(e) “Kingsport Power Company, Bristol Tennessee Electric System, and Johnson city Power Board intend that the Agreement shall be in form and substance an agreement of the type described in Section 8 [now T.C.A. § 65-34-108] of Senate Bill 1336/House Bill 1135, authorizing two or more public electric systems serving adjacent current geographic territories to enter into an agreement by which their current geographic territories are modified and by which equipment, facilities, and the right to serve specific parcels of land are transferred from one public electric system to another. The parties intend that they shall each be committed to the ratification and affirmance of the Agreement in the event of and following enactment into law of Senate Bill 1336/House Bill 1135, in the form described in the paragraph above.” (EXHIBIT 10).

The bill, as supported by the three power distributors, and essentially containing the provisions outlined in EXHIBIT 10, passed the General Assembly and was signed into law by the Governor.

16. That Act, Public Chapter 230, is codified at T.C.A. § 65-34-101 - § 65-34-108. A copy of the Act is attached as EXHIBIT 11.

17. The Act mandated that the existing service territory of KgPCo in Sullivan County, Tennessee was fixed as of February 16, 1989. The school site in question, as part of the former

Myers tract, was in KgPCo's service territory as of that date, particularly since KgPCo was actually serving the site well before February 16, 1989. This means BTES has no right to service the school site and its incursion violates the relevant portions of the 1989 Act. Of particular importance, when read with the April 19, 1989 letter (Exhibit 10), (which was executed by the then and now General Manager of BTES) are the following portions of the Act:

(a) Definitions contained in T.C.A. § 65-34-102:

“(1) ‘Current geographic territory’ means the parcels of land, as such parcels are defined or designated by the assessor of property of the county in which the parcels are located, to which a public electric system was providing electric service on February 16, 1989. In any case in which more than one (1) public electric system was providing electric service to a parcel of land on such date, the parcel shall be included within the current geographic territory of the public electric system that first provided electric service to such parcel. Should a public electric system enter into an agreement authorized by § 65-34-108, the current geographic territory of that public electric system shall be modified as provided in that agreement.”

“(4) ‘Non-consumer owned electric system means any public electric system other than electric and community service cooperatives and municipal electric systems; and”

“(5) ‘Public electric system includes electric and community service cooperatives, municipal electric systems, and every individual, co-partnership, association, corporation or joint stock company, their lessees, trustees or receivers, appointed by any court whatsoever, that own, operate, manager, or control any electric power system, plant, or equipment within Tennessee affected by and dedicated to public use.”

In summary, these definitions along with the Letter Agreement (EXHIBIT 10) establish that the service territory that KgPCo was serving on February 16, 1989, which included the school tract,

remain in its service territory; and, it is the exclusive provider of electricity to that service territory and school site; and, BTES may not make an incursion into that service territory and school site and has no legal right to provide service to the new high school. T.C.A. § 65-34-101 et. seq. Moreover, the Sullivan County School System cannot choose BTES to provide electric service to the new school as same is prohibited by law. Id.

18. The tract of land in question, including the site of the new school, was part of KgPCo's service territory on February 16, 1989, has never been served by BTES, and KgPCo is the sole electric utility which can provide electric service to the new school. BTES must remove its pole and other equipment as it has no right to serve the new school, pursuant to the 1989 Act and the Letter Agreement among the three power distributors. Moreover, it is in the public interest and in the interest of Sullivan County taxpayers that the new high school be served by KgPCo as its rates are considerably lower than that of BTES.

PREMISES CONSIDERED, Petitioner, Kingsport Power Company d/b/a AEP Appalachian Power, requests the following relief:

(1) That TPUC convene a contested case to decide the boundary dispute between Petitioner and BTES relative to which power distributor has the right to serve the new Sullivan County High School, pursuant to T.C.A. § 65-34-105, T.C.A § 4-5-301 et seq., and TPUC Rules and Regulations 1220-1-2-.02;

(2) That TPUC make a finding and declare pursuant to T.C.A § 65-34-105 and T.C.A. § 4-5-223 et seq. that only Petitioner has the right to serve the tract on which the new high school will be located and the new high school;

(3) That, if necessary, TPUC issue a permanent injunction pursuant to T.R.C.P. 65 which prohibits BTES from taking any steps to attempt to serve the tract in question and which mandates that the pole and other equipment which BTES has placed on the site be removed;

(4) That TPUC grant Petitioner general relief and such other relief as TPUC deems appropriate; and

(5) That TPUC assess costs and discretionary costs against BTES.

Respectfully submitted this the 30th day of August, 2017

**KINGSPORT POWER COMPANY d/b/a AEP
APPALACHIAN POWER**

By: 

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Formal Notice of Publication has been served upon the following by mailing a copy of same by United States mail, postage prepaid, as follows, on this the 30th day of August, 2017.

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Ms. Evelyn Rafalowski
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154 Blountville Bypass
Blountville, TN 37617

HUNTER, SMITH & DAVIS, LLP

By


William C. Bovender

1. Where Operative Sullivan County, Tennessee.
2. To Whom Granted Kingsport Utilities Incorporated
3. Date Granted July 6, 1931
4. Date of Acceptance July 10, 1931
5. Term Indeterminate from
6. Terminates
7. Transfers and Assignments
8. Compensation to Grantor
 - (a) Gross Sum Payments
 - (b) Free Lights or Current
 - (c) Gross or Net Income Payments
 - (d) Pole Tax
9. Rate Regulation
10. Special Features This is a franchise granting the company the right to construct, maintain and operate its service lines for the transmission of electrical energy for distribution along, upon, over and across the public roads, highways and thoroughfares in said county including those now in existence and any that hereafter may be in existence. This franchise was approved by the Railroad and Public Utilities Commission of the state of Tennessee July 27, 1931, docket No. 1667.



BEFORE THE RAILROAD AND PUBLIC UTILITIES COMMISSION
OF THE STATE OF TENNESSEE

Nashville, July 27, 1931

DOCKET NO. 1667

IN RE: APPLICATION OF THE KINGSFORT UTILITIES, INC.,
FOR APPROVAL OF FRANCHISE GRANTED BY THE
COUNTY COURT OF SULLIVAN COUNTY, TENNESSEE

::

OPINION AND ORDER

This matter came on to be and was heard before the Railroad and Public Utilities Commission of the State of Tennessee at its offices in Nashville, on this July 27, 1931, upon the application of the Kingsport Utilities, Incorporated, praying for approval of franchise granted by the County Court of Sullivan County, Tennessee. Certified copy of this franchise was filed with the petition and made a part thereof.

It appearing to the Commission that this grant by the County Court of Sullivan County gives the right and privilege to the Kingsport Utilities, Incorporated, its successors and assigns, to construct, maintain and operate its service lines for the transmission of electrical energy as deemed necessary along, upon, across and over the public roads, highways and thoroughfares in said Sullivan County including those now in existence and any that hereafter may be in existence, is proper and in the interest of the Kingsport Utilities, Incorporated, and in the public interest that same should be approved.

IT IS THEREFORE ORDERED BY THE COMMISSION, That

the grant given by the County Court of Sullivan County,
Tennessee July 6, 1931 and accepted by the Kingsport Utilites,
Incorporated, copy of which is filed in this docket, be, and
the same is hereby approved.

s/ H. H. Hannah
CHAIRMAN

s/ Porter Dunlap
COMMISSIONER

s/ L. D. Hill
COMMISSIONER

I, Dorsey B. Thomas, Secretary of
the Railroad and Public Utilities
Commission of the State of Tennessee
do hereby certify that the foregoing is
a true and exact copy of order issued
by the Commission in Docket No. 1667,
this July 27, 1931.

s/ DORSEY B. THOMAS
Secretary

IN THE COUNTY COURT OF SULLIVAN COUNTY, TENNESSEE.
QUARTERLY SESSION, JULY 6TH, 1931.

ORDER.

WHEREAS, Kingsport Utilities, Incorporated a corporation duly authorized to engage in business in the State of Tennessee, including the business of furnishing electric current to the public for light, heat, power and other purposes, is now carrying on said business in and about the City of Kingsport, in Sullivan County, Tennessee; and

WHEREAS, the furnishing of electric current for light, heat, power and other purposes should be encouraged because of the numerous advantages to be derived therefrom by the public;

NOW, THEREFORE, it is ordered by the County Court of Sullivan County, Tennessee, assembled in Quarterly Session on this July 6th, 1931, that Kingsport Utilities, Incorporated, its successors and assigns, is hereby permitted, and is hereby granted the right, privilege and franchise, but not the exclusive right, privilege and franchise, to construct, maintain and operate its service lines for the transmission of electrical energy for distribution, including poles, wires, conduits, cross-arms, and all other appliances which said Kingsport Utilities, Incorporated, its successors or assigns, may deem necessary along, upon, across and over the public roads, highways, and thoroughfares in said County, including those now in existence and any that hereafter may be in existence;

PROVIDED, HOWEVER, that said lines and appurtenances shall be so constructed as to interfere as little as possible with the proper use of the roads, highways and thoroughfares;

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and the location of all poles shall be made under the supervision of the public official who has general supervision and authority over the respective roads, highways and thoroughfares.

This order, and the permission, right, privilege and franchise given and granted hereby, shall be effective provided said Kingsport Utilities, Incorporated, within thirty days from the date hereof, shall endorse on a duplicate original hereof, its acceptance in the following form:

"Kingsport Utilities, Incorporated, hereby accepts the foregoing order, and the permission, right, privilege and franchise granted thereby, subject to all the provisions thereof, this the _____ day of _____, 1931.
Kingsport Utilities, Incorporated,

By _____
Vice-President."

and shall file said acceptance with the County Court Clerk, said order, as accepted, to be entered in the records of said Clerk's office.

Kingsport Utilities, Incorporated, hereby accepts the foregoing order, and the permission, right, privilege and franchise granted thereby, subject to all the provisions thereof, this the 10th day of July, 1931.

KINGSPORT UTILITIES, INCORPORATED,

By S/ N. M. Argabrite
Vice-President.

STATE OF TENNESSEE

COUNTY OF SULLIVAN

I, Marjorie S. Harr, Clerk of the County Court of Sullivan County, Tennessee, do hereby certify that the foregoing is a true and complete copy of the Order entered by said Court at its Quarterly Session of July 6, 1931, including a true and complete copy of the acceptance of said Order by Kingsport Utilities, Incorporated on the 10th day of July, 1931; which acceptance, endorsed on the duplicate original of said Order was filed in my office on July 17th, 1931; that said Order is entered in the Office of the County Court Clerk of Sullivan County, Tennessee in Minute Book K-1 at page 193, and that said duplicate original of said Order and acceptance thereon is entered in said Minute Book K-1 at page 219.

Given under my hand and the official seal of said Court, this the _____ day of March, 1953.

CLERK

SEAL

TO THE HONORABLE RAILROAD AND PUBLIC UTILITIES
COMMISSION OF TENNESSEE, SITTING AT NASHVILLE:

DOCKET NO. 1667.

The Petition of KINGSFORD UTILITIES, INCORPORATED,
a corporation organized under the laws of the Commonwealth
of Virginia, domesticated in Tennessee, and with its situs at
Kingsport, Tennessee.

Petitioner respectfully shows to your Commission:

I.

That petition is a public utility corporation,
organized and existing under the laws of the Commonwealth
of Virginia, and duly authorized to do business in the State
of Tennessee; that its charter was issued under the laws of
Virginia on May 21, 1917, and a certified copy of said charter
was filed in the office of the Secretary of State of Tennessee
on June 6th, 1917; that said charter was amended, under the
laws of Virginia, on December 28th, 1928, and a certified copy
of said amendment was filed in the office of the Secretary of
State of Tennessee on January 15th, 1929;

That said charter was approved by your Commission,
by order entered on April 22, 1931.

II.

That the County Court of Sullivan County, Tennessee,
by order of said Court entered at its Quarterly Session on
July 6th, 1931, granted to petitioner a franchise to construct,
maintain and operate the service lines of petitioner for the

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transmission of electrical energy along, upon, across or over the public roads, highways and thoroughfares in said County, and said franchise, as required by the order of the County Court granting same, was accepted by petitioner on July 10th, 1931, and said acceptance was filed in the office of the County Court Clerk of said County on July 17th, 1931.

There is herewith filed, as a part of this petition, a certified copy of said order of the County Court of Sullivan County, Tennessee, and the acceptance thereof, marked "Exhibit A to petition of Kingsport Utilities, Incorporated".

The premises considered, petitioner prays that this Commission, upon a hearing hereon, approve the said franchise granted petitioner by Sullivan County, Tennessee, by a proper order of the Commission.

KINGSPORT UTILITIES, INCORPORATED,

By s/ Carl A. Thornburg
Manager.

STATE OF TENNESSEE,

COUNTY OF SULLIVAN:

Personally appeared before me the undersigned s/ A. D. Brockman, a Notary Public in and for the said state and county, Carl A. Thornburg, who, having been duly sworn, says that he is Manager of Kingsport Utilities, Incorporated, the petitioner, that as such he is authorized to make this oath, and that the statements made in the foregoing petition are true.

s/ Carl A. Thornburg

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Subscribed and sworn to before me this 25 day of
July, 1931.

s/ A. D. Brockman
Notary Public

NOTARY
SEAL

My commission expires on
July 8, 1933



of Sullivan County, Tennessee, to-wit:

BEING Lot Thirty Eight (38) in Block Seventy Two (72) of Addition Two to Kingsport Townsite Plan, as shown by map recorded in the office of the Register of Sullivan County, Tennessee, in Deed Book 109, page 430, to which reference is made. Said lot fronts 50 feet on the southwesterly side of Maple Street and runs back 150 feet to a 15-foot alley, and being 53.45 feet along said alley, and being the same property conveyed to the parties of the first part by R. L. Brown and wife by deed dated May 19th 1933, and recorded in the office of the Register, to which reference is made.

TO HAVE AND TO HOLD the same unto the parties of the second part, their heirs and assigns forever in fee.

The parties of the first part covenant that they are lawfully seized and possessed of said real estate, have full power and lawful authority to sell and convey the same, that the title is clear, free and unencumbered, and they will forever warrant and defend the same against all lawful claims.

The taxes for the year 1944 will be prorated between the parties hereto as of this date.

WITNESS the signatures of the parties of the first part on the day and year first above written.



J. H. Anderson

Jeanette Anderson

STATE OF TENNESSEE :
COUNTY OF SULLIVAN :

Personally appeared before me, W. H. Bowlin, a Notary Public, in and for the State and County aforesaid, J. H. Anderson and wife Jeanette Anderson, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at Kingsport, Sullivan County, Tennessee, this the 20 day of July 1944.

W. H. BOWLIN
NOTARY PUBLIC
SULLIVAN COUNTY, TENN.)

W H Bowlin
Notary Public.

My commission expires January 12th 1946.

Received and registered the foregoing instrument and certificate thereto September 6, 1944 at 1:00 P.M.

---oOo--- Bird Wamick Register

JOSEPH S. ISLEY, et al }
TO
J. E. MYERS, et ux }

THIS DEED, made and entered into on this August 10, 1944, by and between JOSEPH S. ISLEY, widower, J. E. ISLEY and SARAH GRACE ISLEY, his wife, ORA ESTHER BARNES and O. F. BARNES, her husband, MINNIE GLADETH SMITH and E. C. SMITH, her husband, and EMORY W. ISLEY and GRACE E. ISLEY, his wife, all parties of the first part, and J. E. MYERS and VERNA A. MYERS, his wife, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Ten Thousand and (\$10,000.00) Dollars cash in hand paid, the receipt of which is acknowledged, the parties of the first part have bargained and sold, and by these presents grant, transfer and convey unto the parties of the second part, their heirs and assigns, the following described property:

Located in the 7th Civil District of Sullivan County, Tennessee, between the Shipley Ferry Road and the Childress Ferry Road, bounded as follows: on the northeast by C. E. Barger and Mack Bond, on the southeast by C. H. Barger and the Shipley Ferry Road, on the

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southwest by C. H. Barger and on the northwest by Flora Barger and the Childress Ferry Road and more fully described as follows:

BEGINNING at a point in the southeasterly side of the Childress Ferry Road and bearing N. 40 - 30 W. 5 feet from an iron pin at a fence post, said point being C. H. Barger's corner; thence with the said Barger's line S. 40 - 30 E. 2443.0 feet to an iron pin in the southeasterly side of the Shipley Ferry Road; said stake being C. H. Barger's corner; thence with the said Barger's line and said road the following four courses: N. 57 - 00 E. 668.5 feet to a stake on the northwesterly side of said road; thence N. 72 - 30 E. 236.0 feet to a stake on the northwesterly side of said road; thence N. 67 - 30 E. 267.0 feet to a point in said road; thence N. 72 - 45 E. 591.0 feet to a point in said road, said point being Mark Bond's corner; thence leaving said road and with the said Bond's line the following five courses: N. 20 - 30 W. 14.0 feet to an iron pin at a fence post; thence N. 20 - 30 W. 543.0 feet to an iron pin; thence N. 30 - 15 E. 121.0 feet to an iron pin at a fence post on top of a ridge; thence N. 40 - 00 W. 410.0 feet to a planted rock; thence N. 45 - 30 W. 870.0 feet to a corner fence post, said post being C. H. Barger's corner; thence with the said Barger's line the following two courses: N. 45 - 30 W. 900.0 feet to a planted rock; thence N. 44 - 50 W. 120.5 feet to an iron pin at a fence post, said pin being Flora Barger's corner; thence with the said Barger's line the following four courses: S. 43 - 00 E. 341.3 feet to a planted rock on the southeasterly side of the Childress Ferry Road; thence S. 52 - 10 W. 215.5 feet to a point in said road; thence S. 58 - 40 W. 510.0 feet to a point in said road; thence S. 55 - 10 W. 768.0 feet to the point of BEGINNING, containing 113.85 acres, more or less. And being the same property conveyed to Joseph S. Isley by deed of record in the Register's office for Sullivan County, at Blountville, Tennessee, in Deed Book 76, at Page 310, and conveyed to S. E. M. Isley by deed of record in said Register's office in Deed Book 76, at Page 311, and conveyed to J. S. Isley by deed of record in said Register's office in Deed Book 76, at Page 308, and conveyed to Joseph S. Isley by deed of record in said Register's office in Deed Book 76, at Page 306, and described in deed to Amanda E. Myler, of record in said Register's office in DEED Book 75, at Page 207, and was subsequently conveyed to J. S. Isley and wife, S. E. M. Isley, by deed of record in said Register's office in DEED Book 149, at Page 39; and conveyed to J. S. Isley by deed of record in said Register's office in Deed Book 149, at Page 41, and conveyed to S. E. M. Isley, by deed of record in said Register's office in Deed Book 149, at Page 42, and conveyed to J. S. Isley and wife, S. E. M. Isley, by deed of record in said Register's office in Deed Book 149, at Page 43, and the said S. E. M. Isley having died intestate, leaving surviving her husband, Joseph S. Isley, and her children, J. E. Isley, Ora Esther Barnes, Minnie Gladys Smith, and Emory W. Isley, being all her children and sole heirs at law.

TO HAVE AND TO HOLD unto the parties of the second part, their heirs and assigns, in fee simple.

This conveyance is made subject to all outstanding rights for public roads included within the description of said property.

The parties of the first part covenant to and with the parties of the second part, their heirs and assigns, that they are lawfully seized and possessed of said property; that they have a good and lawful right to transfer and convey the same; that same is free and unencumbered, except as herein provided; and that they will forever warrant and defend the title to same against the good and lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF witness the signatures of the parties of the first part on this the date first above written herein.

Witnesses to mark of Joseph S. Isley;

J. E. Isley
Emory W. Isley
Carl Kirkpatrick

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Joseph X S. Isley
mark
J. E. Isley
Sarah Grace Isley
Ora Esther Barnes
O. F. Barnes
Minnie Gladeth Smith
E. C. Smith
Emory W Isley
Grace E. Isley

State of Tennessee:
; ss
County of Sullivan:

Personally appeared before me, Carl K. Kirkpatrick, a Notary Public in and for the State and County aforesaid, Joseph S. Isley, widower, J. E. Isley and Sarah Grace Isley, his wife, Ora Esther Barnes and O. F. Barnes, her husband, Minnie Gladeth Smith and E.C. Smith, her husband, and Emory W. Isley and Grace E. Isley, his wife, the within named bargainors, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal at office in Sullivan County, Tennessee, this August 10, 1944.

CARL K. KIRKPATRICK }
NOTARY PUBLIC }
SULLIVAN CO. TENN. }

Carl K. Kirkpatrick
NOTARY PUBLIC.

My commission expires January 15, 1947.

Received and registered the foregoing instrument and certificate thereto September 6, 1944 at 1:00 P.M.

---000--- Burt Warwick Register

KINGSPORT IMPROVEMENT COMPANY }
TO }
CORNING GLASS WORKS }

THIS DEED OF MODIFICATION, made and entered into this 18th day of August, 1944, by and between KINGSPORT IMPROVEMENT COMPANY, a Delaware corporation authorized to do business in the State of Tennessee, party of the first part, and CORNING GLASS WORKS, a corporation organized and existing under the laws of the State of New York, and authorized to acquire and hold property in the State of Tennessee, party of the second part;

WITNESSETH:

THAT, WHEREAS, by deed dated March 11, 1920, of record in the Register's office of Sullivan County, Tennessee, in Deed Book 150, at page 245, Kingsport Improvement Corporation conveyed to the party of the second part Lots numbers 19, 20, 41 and 42, Park Hill Addition, and Lots numbers 10, 13 and 14, Block 103, Lots 2 and 3, Block 106, and Lot 6, Block 107, in the City of Kingsport, Sullivan County, Tennessee, and said deed contains the following restriction:

"This deed is made upon the express condition that the property hereby conveyed shall not be rented, leased, sold or conveyed to or occupied or inhabited by or in any way assigned to the use or enjoyment of negroes, mulattoes or persons having any negro blood, except as domestic or household servants of the owner or occupant; and for a violation of this condition, the title to said tracts or parcels of land shall immediately revert to and become vested in Kingsport Improvement Corporation, its successors and assigns."

WHEREAS, the party of the first part, which has purchased and now owns all the property and rights of said Kingsport Improvement Corporation, has been requested to modify



1945 easement
"Over all of J.E. Myers
property"



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J. B. MOWELL, ET UX

TO

KINGSPORT UTILITIES INC.

RECEIVED OF Kingsport Utilities Inc., a corporation, the sum of One Dollar (\$1.00) in consideration of which J. B. Mowell and Carrie Mowell his wife hereby grant and convey unto said Kingsport Utilities Inc, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles on and over our lands, with services and extensions therefrom, situate in the District of 15th Civil, County of Sullivan, and State of Tennessee, and bounded:

On the North by the lands of Mary Barrett

On the East by the lands of W. I. Simpson

On the South by the lands of Clyde Conkin

On the West by the lands of Clyde Mowell

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said Kingsport Utilities Inc., its successors and assigns.

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, this 30th day of December, 1947.

J. B. MOWELL (SEAL)

CARRIE MOWELL (SEAL)

WITNESS:

F. S. LaRue, Kingsport Tenn.

STATE OF TENNESSEE,

COUNTY OF SULLIVAN

On this 30th day of December, 1947, before me personally appeared J. B. Mowell and Carrie Mowell, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that (they) executed the same as (their) free act and deed.

My commission expires October 18, 1950.

Witness my hand and official seal in Sullivan County, Tennessee, this the 30th day of December, 1947.

(Signed) F. S. LARUE
Notary Public

F. S. LARUE)
NOTARY PUBLIC)
SULLIVAN CO., TENN.)

Received and registered the foregoing instrument and certificate thereto July 9, 1948 at 3:00 P. M.

Ruth Warrick Register

---oOo---

J. E. MYERS, ET UX

TO

KINGSPORT UTILITIES INC.

Received of Kingsport Utilities Inc. a corporation, the sum of One Dollar (\$1.00) in consideration of which J. E. Myers and wife Verna A. Myers hereby grant and convey unto said Kingsport Utilities Inc., its successors and assigns, the right and easement

EXHIBIT

4

tabbles

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to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles on and over our lands, with services and extensions therefrom, situate in the District of 7th, County of Sullivan, and State of Tenn., and bounded:

On the North by the lands of Mrs Charles Barger

On the East by the lands of E. S. Rodgers et al

On the South by the lands of Shipley Ferry Public Road

On the West by the lands of Mrs Charlie Barger

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said Kingsport Utilities Inc, its successors and assigns.

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, this 27th day of September, 1945:

J. E. MYERS (SEAL)

VERNA A. MYERS (SEAL)

WITNESS:

F. W. Isley Kingsport Tenn.

O. G. Quillen Gate City, Va.

STATE OF TENNESSEE,

COUNTY OF SULLIVAN

On this 27th day of September, 1945, before me personally appeared J. E. Myers, and Verna A. Myers, His wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that (they) executed the same as (their) free act and deed.

My commission expires Oct. 11, 1947.

Witness my hand and official seal in Sullivan Count, Tennessee, this the 27th day of September, 1945.

(Signed) F. W. Isley
Notary Public

F. W. ISLEY
NOTARY PUBLIC
SULLIVAN CO., TENN. }

Received and registered the foregoing instrument and certificate thereto July 9, 1948 at 3:00 P. M.

Ruth Warrick Register

---00s---

MRS. SUE MULLENIX }

TO }

KINGSPORT UTILITIES INC. }

RECEIVED OF Kingsport Utilities Inc., a corporation, the sum of One Dollar (\$1.00), in consideration of which Sue Mullenix, widow hereby grants and conveys unto said Kingsport Utilities Inc, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said poles on and over our lands, with services and extensions therefrom, situate in the District of 15th Civil, County of Sullivan, and State of Tennessee, and bounded:

On the North by the lands of Pearl Yankee

7

BY PTO. CO., 7-44 8M
RIGHT OF WAY EASEMENT
Form No. 103-R/E.

MR.

J. E. Myers
(Name)
Kingsport Tenn
(Address)

Eas. No.

18 R/W Map No. 3782-113

W.O. No.

7481/9007 Temp. Prop. No. 6

RECEIVED OF

Kingsport Utilities Inc

a corporation, the sum of One Dollar (\$1.00)

, in consideration of which

J. E. Myers + wife Verna A. Myers

hereby grant and convey unto said Kingsport Utilities Inc, its successors and assigns, the right and easement to construct, operate and maintain or remove an electric power line, with all necessary poles, anchors, wires and fixtures and the right to permit attachments of others to said

poles on and over our lands, with services and extensions therefrom, situate in the District of 7th, County of Sullivan, and State of Tenn, and bounded

On the North by the lands of

Mrs Charlie Barger

On the East by the lands of

E. S. Rodgers et al

On the South by the lands of

Shively Ferry Public Road

On the West by the lands of

Mrs Charlie Barger

with the right of ingress and egress to and from and over said premises.

Together with the right to cut or trim any trees which may endanger the safety or interfere with the construction and use of said electric power line.

TO HAVE AND TO HOLD the same unto said Kingsport Utilities Inc, its successors and assigns.

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, this 27th day of September, 1946

WITNESS:

I
the Mayor Kingsport Tenn
P. S. Rudden State City, Va.

J. E. Myers (SEAL)

Verna A. Myers (SEAL)

(SEAL)

(SEAL)

STATE OF VIRGINIA,

COUNTY OF _____

TO-WIT:—

I, _____, a Notary Public in and for the County and State aforesaid, do certify that _____, and _____ the wife of the said _____, whose names are signed to the writing hereto annexed bearing date on the _____ day of _____, 19____, have this day acknowledged the same before me in my said county.

I further certify that my commission as Notary Public will expire on the _____ day of _____, 19____.

Given under my hand this _____ day of _____, 19____.

Notary Public within and for _____ County
Virginia.

Received For Record this 9 day of July, 1948

Recorded in Deed Book 102 A Page 52 County of Sullivan

State of Tennessee this 9 day of July, 1948

Attest: Ruth W. Warrick Clerk
Resident

STATE OF TENNESSEE,

COUNTY OF Sullivan

A. E. P. CO.	
ROANOKE REAL ESTATE OFFICE	
Checked by <u>[Signature]</u>	Checked by _____
Date <u>4/19/48</u>	_____

On this 27th day of September, 1945, before me personally appeared J. E. Myers and Theresa A. Myers, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that ~~he~~ (they) executed the same as ~~his~~ (their) free act and deed.

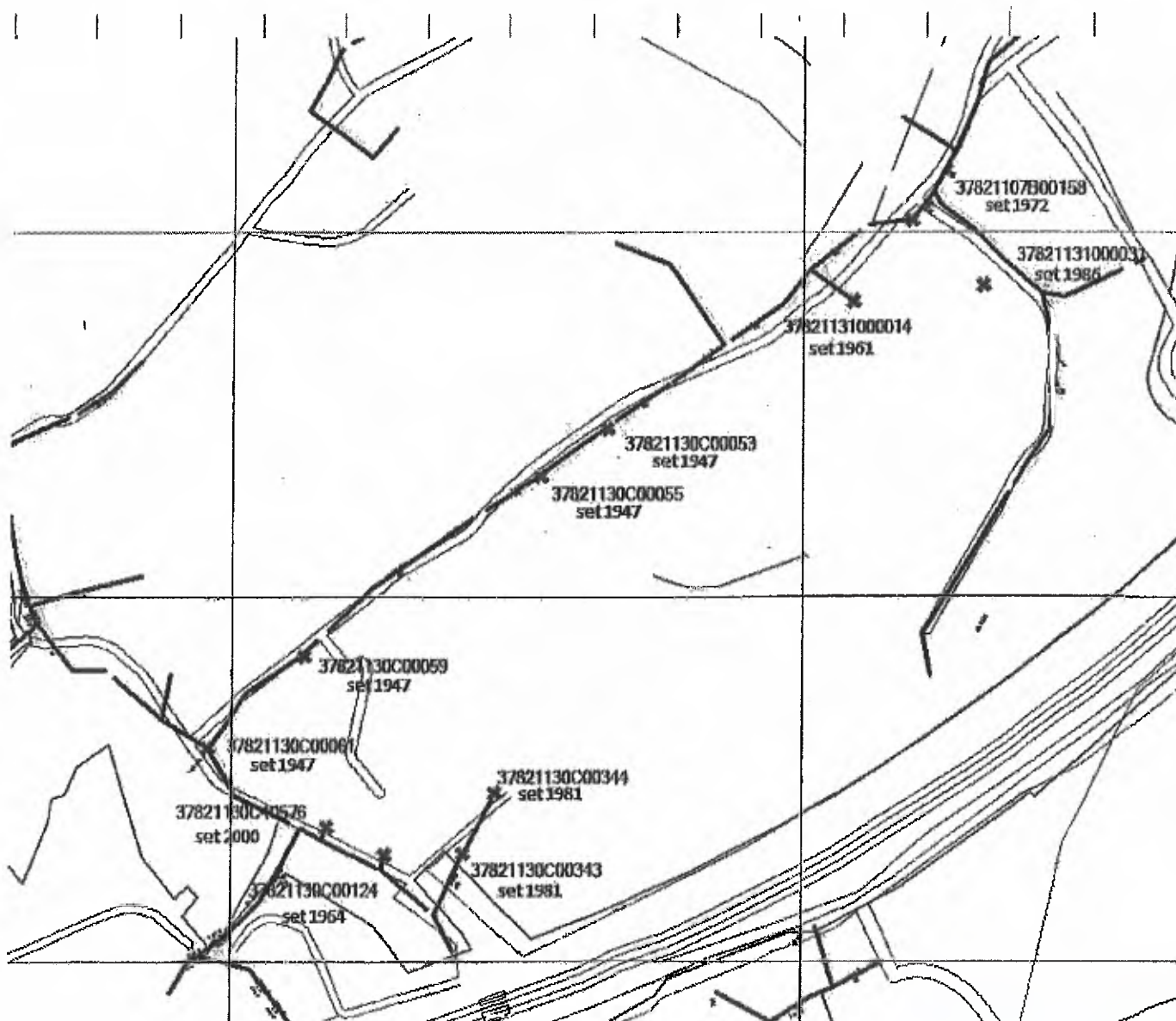
My commission expires Oct. 11, 1947
Witness my hand and official seal in Sullivan County, Tennessee, this the 27th day of September, 1945

(Signed) [Signature]
Notary Public

William C. Bovender

From: Andrew Shaffron JR. <ashaffron@aep.com>
Sent: Monday, July 24, 2017 4:46 PM
To: William C. Bovender; Joseph B. Harvey
Cc: Philip A Wright; Robert W Arnold; Will Castle; Ricky A Tunnell
Subject: FW: New School Property

Noted below are the set dates of the poles located on the school property (based on the old pole numbering books). Looks like we have a total of six different easements on this property.



Rick Tunnell
Kingsport/Gate City
Distribution System Supervisor
Audinet 650-2247



New Sullivan County High School

Possible Infringement into AEP Service Territory

- Legend**
- AEP Primary Lines
 - Approximate Service Boundary
 - BTES Existing Single Phase Line
 - BTES Installing 3Phase Line Across Interstate
 - Proposed New High School Property

EXHIBIT
6

Google earth
© 2017 Google

THIS INSTRUMENT PREPARED BY:
Wilson Worley PC
2021 Meadowview Lane, 2nd Floor
Eastman Credit Union Building
P.O. Box 88
Kingsport, TN 37662

BK/PG: 3246/1529-1534
17010069

6 Pgs. 1 Deed	
RECORDING INFO	
RECORDING INFO	125550 - 17010069
RECORDING INFO	05/09/2017 - 01:43:10 PM
VALUE	
MORTGAGE TAX	0.00
TAXES	0.00
RECORDING FEE	30.00
OP. FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00
STATE OF TENNESSEE, SULLIVAN COUNTY	
SHEENA R TINSLEY	
REGISTRAR OF DEEDS	

THIS GENERAL WARRANTY DEED, made and entered into on this 9th day of June, 2017, by and between **REBECCA CARROLL BARNETT** and husband, **NELSON DOUGLAS BARNETT**, parties of the first part; and **SULLIVAN COUNTY BOARD OF EDUCATION**, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part have bargained and sold and do hereby grant, transfer and convey unto the party of the second part, its successors and assigns, certain lots or parcels of land located in seventh (7th) Civil District of Sullivan County, Tennessee, to-wit:

PARCEL 1:

COMMENCE AT AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD LOCATED ON THE EASTERLY SIDELINE OF LYNN ROAD, SAID ROD A CORNER TO CARROLL (DEED BOOK 2639C, PAGE 790) AND LOT 1 REPLAT OF THE CARROLL AND BARNETT PROPERTY (PLAT BOOK 54, PAGE 524). THENCE ALONG SAID SIDELINE SOUTH 46 DEGREES 20 MINUTES 58 SECONDS EAST, A DISTANCE OF 49.86 TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD BEING A CORNER TO LOT 2 AND KNOWN AS THE POINT OF BEGINNING. THENCE LEAVING SAID SIDELINE AND ALONG LOT 1, THE FOLLOWING COURSES AND DISTANCES: NORTH 43 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 86.70 FEET TO AN IRON ROD (OLD) WITH CAP # 1542;



NORTH 87 DEGREES 24 MINUTES 01 SECONDS EAST, A DISTANCE OF 72.62 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; NORTH 46 DEGREES 50 MINUTES 37 SECONDS EAST, A DISTANCE OF 173.60 FEET TO AN IRON ROD (OLD) WITH CAP # 1542 AND SOUTH 46 DEGREES 45 MINUTES 46 SECONDS EAST, A DISTANCE OF 159.71 FEET TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD BEING A CORNER TO LOT 1 AND IN THE LINE OF CARROLL. THENCE ALONG CARROLL SOUTH 46 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 246.45 FEET TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD LOCATED IN THE EASTERLY SIDELINE OF LYNN ROAD ACCESS AND INTERSTATE 81. THENCE ALONG THE EASTERLY SIDELINE OF LYNN ROAD ACCESS AND INTERSTATE 81 NORTH 46 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 155.64 FEET TO A TYPE "B" HIGHWAY MONUMENT AND SOUTH 43 DEGREES 56 MINUTES 51 SECONDS WEST, A DISTANCE OF 66.44 FEET TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD IN THE EASTERLY SIDELINE OF LYNN ROAD. THENCE ALONG SAID SIDELINE NORTH 46 DEGREES 20 MINUTES 58 SECONDS WEST, A DISTANCE OF 50.07 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.03 ACRES MORE OR LESS AND IS KNOWN AS LOT 2, REPLAT OF CARROLL AND BARNETT PROPERTY.

PARCEL 2:

BEGINNING AT AN IRON ROD (OLD) WITH CAP # 1542 ON THE EASTERLY SIDELINE OF LYNN ROAD, SAID ROD A CORNER TO CARROLL (DEED BOOK 2639C, PAGE 790). THENCE LEAVING SAID SIDELINE AND ALONG CARROLL THE FOLLOWING COURSES AND DISTANCES: NORTH 43 DEGREES 43 MINUTES 26 SECONDS EAST, A DISTANCE OF 106.72 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; NORTH 87 DEGREES 24 MINUTES 01 SECONDS EAST, A DISTANCE OF 74.29 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; NORTH 46 DEGREES 50 MINUTES 37 SECONDS EAST, A DISTANCE OF 488.67 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 46 DEGREES 06 MINUTES 01 SECONDS EAST, A DISTANCE OF 231.78 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 52 DEGREES 24 MINUTES 50 SECONDS WEST, A DISTANCE OF 228.97 FEET TO AN IRON ROD (OLD) WITH CAP # 1542 AND SOUTH 46 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 107.52 FEET TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD A CORNER TO LOT 2, REPLAT OF THE CARROLL AND BARNETT PROPERTY (PLAT BOOK 54, PAGE 524). THENCE ALONG LOT 2 THE FOLLOWING COURSES AND DISTANCES: NORTH 46 DEGREES 45 MINUTES 46 SECONDS WEST, A DISTANCE OF 159.71 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 46 DEGREES 50 MINUTES 37 SECONDS WEST, A

DISTANCE OF 173.60 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 87 DEGREES 24 MINUTES 01 SECONDS WEST, A DISTANCE OF 72.62 FEET TO AN IRON ROD (OLD) AND SOUTH 43 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 86.70 FEET TO AN IRON ROD (OLD) WITH CAP # 1542, SAID ROD A CORNER TO LOT 2 AND LOCATED IN THE EASTERLY SIDELINE OF LYNN ROAD. THENCE ALONG SAID SIDELINE NORTH 46 DEGREES 20 MINUTES 58 SECONDS WEST, A DISTANCE OF 49.86 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 2.05 ACRES MORE OR LESS AND IS KNOWN AS LOT 1, REPLAT OF THE CARROLL AND BARNETT PROPERTY (PLAT BOOK 54, PAGE 524).

Being the same property conveyed to Rebecca Carroll Barnett and husband, Nelson Douglas Barnett, by deed from Jenell M. Carroll and Rebecca Carroll Barnett, as Co-Trustees under the Jenelle M. Carroll Life Trust Agreement, dated February 29, 2008, of record in Book 3175, page 70, Register's Office of Sullivan County, Tennessee.

ADDRESS OF PROPERTY: 386 Lynn Road, Blountville, TN

SULLIVAN COUNTY TAX MAP 079, PARCELS 036.20 and 036.15

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns, in fee simple. The above-described property is hereafter collectively referred to as the "Property".

The parties of the first part covenant with the party of the second part, its successors and assigns, that they are lawfully seized and possessed of said Property; that they have a good and lawful right to convey the same; that the same is free, clear and unencumbered, except as herein set out; and that they will forever warrant and defend the title to the Property against the good and lawful claims of all persons whomsoever.

The conveyance of the Property is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to the Property, insofar as same are presently binding thereto, and to any easements apparent from an inspection of the Property.

Taxes for the current year are prorated and payment is assumed by the party of the second part.

WITNESS the signatures of the parties of the first part on this the day and year first above written.

Rebecca Carroll Barnett
REBECCA CARROLL BARNETT

Nelson Douglas Barnett
NELSON DOUGLAS BARNETT

ADDRESS OF OWNER and
PARTY TO RECEIVE TAX NOTICE:
Sullivan County Board of Education
P.O. Box 306
Blountville, TN 37617

STATE OF TENNESSEE
COUNTY OF SULLIVAN

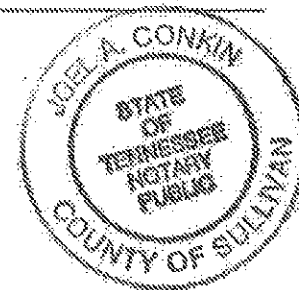
On this 9th day of June, 2017, before me personally appeared **Rebecca Carroll Barnett**, to me known to be the person described in and who executed the foregoing instrument, or proved to me on the basis of satisfactory evidence, and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and official seal at office in the State and County aforesaid.

Joel A. Conkin
NOTARY PUBLIC

My Commission Expires:

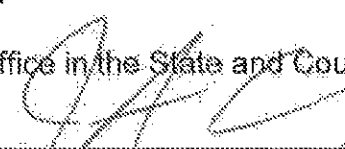
12/19/2017



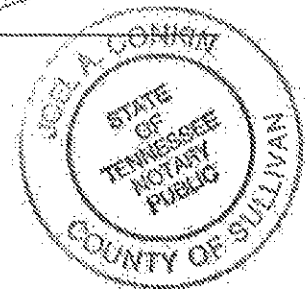
STATE OF TENNESSEE
COUNTY OF SULLIVAN

On this 9th day of June, 2017, before me personally appeared **Nelson Douglas Barnett**, to me known to be the person described in and who executed the foregoing instrument, or proved to me on the basis of satisfactory evidence, and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and official seal at office in the State and County aforesaid.


NOTARY PUBLIC

My Commission Expires: 12/19/2017



STATE OF TENNESSEE
COUNTY OF SULLIVAN

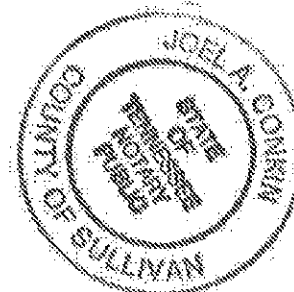
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is **EXEMPT PER T.C.A. § 67-7-409 (f)(1)**, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.


AFFIANT

SWORN TO AND SUBSCRIBED before me, this 9th day of June, 2017.


NOTARY PUBLIC

My Commission Expires: 12/19/2017



TRUE COPY CERTIFICATION

I, Mary P. Barkley, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Mary P. Barkley
Signature

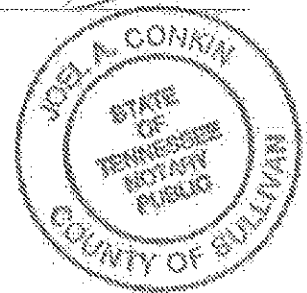
STATE OF TENNESSEE
COUNTY OF SULLIVAN:

Personally appeared before me, a Notary Public for this county and state, , who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]
Notary Public

My Commission Expires:

12/19/2017



THIS INSTRUMENT PREPARED BY:
Wilson Worley PC
2021 Meadowview Lane, 2nd Floor
Eastman Credit Union Building
P.O. Box 88
Kingsport, TN 37662

BK/PG: 3246/1535-1540
17010070

5 PGS : DEED	
REVONDA WISE	135590 - 17010070
06/09/2017 - 01:43:10 PM	
SALES	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00
STATE OF TENNESSEE, SULLIVAN COUNTY	
SHEENA R TINSLEY	
REGISTER OF DEEDS	

THIS GENERAL WARRANTY DEED, made and entered into on this 9th day of June, 2017, by and between JENELLE M. CARROLL and REBECCA CARROLL BARNETT, Co-Trustees under the Jenelle M. Carroll Life Trust Agreement dated February 29, 2008, party of the first part; and SULLIVAN COUNTY BOARD OF EDUCATION, party of the second part;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part has bargained and sold and does hereby grant, transfer and convey unto the party of the second part, its successors and assigns, certain lots or parcels of land located in Seventh (7th) Civil District of Sullivan County, Tennessee, to-wit:

BEGINNING AT AN IRON ROD (OLD) WITH CAP # 1542 ON THE EASTERLY SIDELINE OF LYNN ROAD, SAID ROD A CORNER TO LOT 1, REPLAT OF CARROLL AND BARNETT PROPERTY (PLAT BOOK 54, PAGE 524). THENCE LEAVING SAID SIDELINE SOUTH 43 DEGREES 39 MINUTES 02 SECONDS WEST, A DISTANCE OF 24.97 FEET TO A MAG NAIL IN LYNN ROAD. THENCE ALONG ROBIN HORNER SUBDIVISION (PLAT BOOK, 50, PAGE 381), THE LAURELS—PHASE I (PLAT BOOK 50, PAGE 996) AND TATUM (DEED BOOK 2211C, PAGE 769) NORTH 43



DEGREES 01 MINUTES 42 SECONDS WEST, A DISTANCE OF 1219.77 TO A MAG NAIL IN HENRY HARR ROAD, SAID NAIL A CORNER TO HARR (WILL BOOK 21, PAGE 375). THENCE ALONG HARR AND IN AND NEAR HENRY HARR ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 51 DEGREES 03 MINUTES 00 SECONDS EAST, A DISTANCE OF 761.48 FEET TO A MAG NAIL; NORTH 54 DEGREES 33 MINUTES 00 SECONDS EAST, A DISTANCE OF 510.00 FEET TO A MAG NAIL; NORTH 48 DEGREES 03 MINUTES 00 SECONDS EAST, A DISTANCE OF 215.50 FEET TO A 5/8 INCH IRON ROD (NEW) AND NORTH 38 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 341.30 FEET TO A MAG NAIL, SAID NAIL A CORNER TO HARR (WILL BOOK 28, PAGE 484 AND DEED BOOK 188A, PAGE 344). THENCE LEAVING SAID ROAD AND ALONG HARR, THE FOLLOWING COURSES AND DISTANCES: SOUTH 47 DEGREES 14 MINUTES 47 SECONDS EAST, A DISTANCE OF 120.50 FEET TO A 8 INCH X 10 INCH SET STONE; SOUTH 48 DEGREES 03 MINUTES 36 SECONDS EAST, A DISTANCE OF 895.43 FEET TO A 5/8 INCH IRON ROD (NEW); NORTH 41 DEGREES 34 MINUTES 16 SECONDS EAST, A DISTANCE OF 682.73 FEET TO A 5 INCH X 8 INCH SET STONE AND SOUTH 54 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 1057.76 FEET TO A 5/8 INCH IRON ROD (NEW), SAID ROD LOCATED IN THE LINE OF TALBERT (DEED BOOK 595C, PAGE 352). THENCE ALONG TALBERT SOUTH 29 DEGREES 15 MINUTES 11 SECONDS WEST, A DISTANCE OF 979.37 FEET TO A 5/8 INCH IRON ROD (NEW) AND SOUTH 24 DEGREES 51 MINUTES 38 SECONDS EAST, A DISTANCE OF 98.00 FEET TO A 5/8 INCH IRON ROD (NEW), SAID ROD LOCATED IN THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 81. THENCE ALONG SAID RIGHT OF WAY, BEING CONTROLLED ACCESS, BY A CURVE TO THE RIGHT HAVING A RADIUS 11,209.16 AN ARC LENGTH 1760.50 AND A CHORD SOUTH 62 DEGREES 43 MINUTES 06 SECONDS WEST 1758.69 TO A TYPE "C" HIGHWAY MONUMENT; THENCE LEAVING SAID CURVE NORTH 46 DEGREES 45 MINUTES 58 SECONDS WEST, A DISTANCE OF 506.96 FEET TO AN IRON ROD (OLD) WITH CAP, SAID ROD BEING A CORNER TO LOT 2, REPLAT OF CARROLL AND BARNETT PROPERTY. THENCE LEAVING SAID RIGHT OF WAY AND ALONG LOT 2 AND LOT 1 THE FOLLOWING COURSES AND DISTANCES: NORTH 46 DEGREES 50 MINUTES 37 SECONDS EAST, A DISTANCE OF 353.97 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; NORTH 52 DEGREES 24 MINUTES 50 SECONDS EAST, A DISTANCE OF 228.97 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; NORTH 46 DEGREES 06 MINUTES 01 SECONDS WEST, A DISTANCE OF 231.78 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 46 DEGREES 50 MINUTES 37

SECONDS WEST, A DISTANCE OF 488.67 FEET TO AN IRON ROD (OLD) WITH CAP # 1542; SOUTH 87 DEGREES 24 MINUTES 01 SECONDS WEST, A DISTANCE OF 74.29 FEET TO AN IRON ROD (OLD) WITH CAP # 1542 AND SOUTH 43 DEGREES 43 MINUTES 26 SECONDS WEST, A DISTANCE OF 106.72 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 109.39 ACRES MORE OR LESS.

ADDRESS OF PROPERTY: 899 Henry Harr Road, Blountville, TN

SULLIVAN COUNTY TAX MAP 079, PARCEL 036.00 and TAX MAP 064.00, PARCEL 024.00

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns, in fee simple. The above-described property is hereafter collectively referred to as the "Property".

The party of the first part covenants with the party of the second part, its successors and assigns, that it is lawfully seized and possessed of said Property; that it has a good and lawful right to convey the same; that the same is free, clear and unencumbered, except as herein set out; and that it will forever warrant and defend the title to the Property against the good and lawful claims of all persons whomsoever.

The conveyance of the Property is made expressly subject to all covenants, conditions, restrictions and reservations contained in former deeds and other instruments of record applicable to the Property, insofar as same are presently binding thereto, and to any easements apparent from an inspection of the Property.

Taxes for the current year are prorated and payment is assumed by the party of the second part.

WITNESS the signature of the party of the first part on this the day and year first above written.

JENELLE W. CARROLL LIFE TRUST
DATED FEBRUARY 29, 2008

BY: Jenelle M. Carroll
JENELLE M. CARROLL
Co-Trustee

BY: Rebecca Carroll Barnett
REBECCA CARROLL BARNETT
Co-Trustee

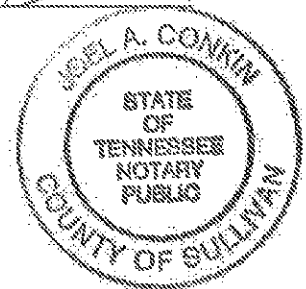
STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, Joel A. Conkin, a Notary Public in and for the State and County aforesaid, personally appeared JENELLE M. CARROLL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be Co-Trustee of the **Jenelle W. Carroll Life Trust dated February 29, 2008**, the within named bargainor, a trust and that she as such Co-Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trust by herself as Co-Trustee.

WITNESS my hand and seal this 9th day of June, 2017.

My Commission Expires: 12/19/2017

Joel A. Conkin
Notary Public



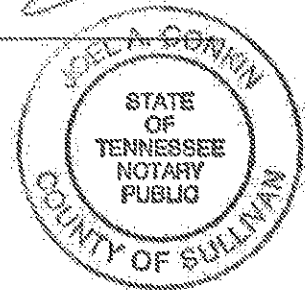
STATE OF TENNESSEE
COUNTY OF SULLIVAN

Before me, Joel A. Conner, a Notary Public in and for the State and County aforesaid, personally appeared **REBECCA CARROLL BARNETT**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged herself to be Co-Trustee of the **Jenelle W. Carroll Life Trust** dated **February 29, 2008**, the within named bargainor, a trust and that she as such Co-Trustee, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the trust by herself as Co-Trustee.

WITNESS my hand and seal this 9th day of June, 2017.

My Commission Expires: 12/19/2017

Joel A. Conner
Notary Public



STATE OF TENNESSEE
COUNTY OF SULLIVAN

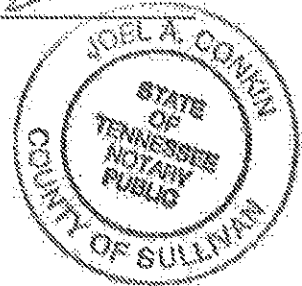
I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is **EXEMPT PER T.C.A. § 67-7-409 (f)(1)**, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Rebecca Carroll Barnett
AFFIANT

SWORN TO AND SUBSCRIBED before me, this 9th day of June, 2017.

My Commission Expires: 12/19/2017

Joel A. Conner
NOTARY PUBLIC



ADDRESS OF OWNER and
PARTY TO RECEIVE TAX NOTICE:
Sullivan County Board of Education
P.O. Box 306
Blountville, TN 37617

TRUE COPY CERTIFICATION

I, Mary P. Barkley, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Mary P. Barkley
Signature

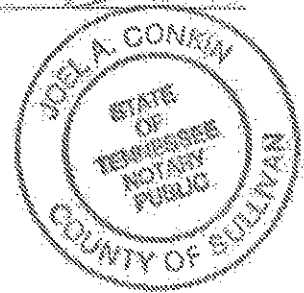
STATE OF TENNESSEE
COUNTY OF SULLIVAN:

Personally appeared before me, a Notary Public for this county and state, , who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

[Signature]
Notary Public

My Commission Expires:

12/19/2017



Kingsport Power Company
PO Box 111
Kingsport, TN 37662-0111
615 378 5000



April 19, 1989

Mr. R. Michael Browder
General Manager
Bristol Tennessee Electric System
P. O. Box 549
Bristol, TN 37621

Mr. Roy Taylor
Manager
Johnson City Power Board
P. O. Box 1636
Johnson City, TN 37605

Dear Mr. Browder and Mr. Taylor:

The purpose of this letter is to record our intent to enter into agreements covering the following points:

Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board are public electric systems that distribute at retail electricity to residential, commercial, and industrial customers in adjoining service areas. Kingsport Power Company provides retail electric service in certain areas within Sullivan County and the City of Kingsport, Tennessee pursuant to an exclusive franchise with the City.

There is pending before the Tennessee General Assembly legislation identified as Senate Bill 1336, House Bill 1135, which provides for the establishment of geographic territories of adjoining public electric systems, such as Kingsport Power Company, Bristol Tennessee Electric system, and Johnson City Power Board, and which provides for agreements between such public electric systems to adjust their geographic territories, all for the purpose of avoiding duplication of electric system facilities and the attendant increase in consumer costs and adverse environmental and aesthetic impacts.

Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board desire to further the purposes of Senate Bill 1336 and House Bill 1135 by entering into an



Mr. R. Michael Browder
Mr. Roy Taylor
April 19, 1989
Page 2

agreement to adjust the boundaries of their geographic territories, thus avoiding excessive consumer costs and adverse environmental and aesthetic impacts. Said agreement shall provide that all areas located within the city limits of Kingsport on February 16, 1989, shall be served by Kingsport Power Company, that no consideration is to be paid to Bristol or Johnson City for the right to serve said areas and that the parties agree not to extend service beyond the Current Geographic Territories as defined in said Bill, as amended by agreements pursuant to Section 8 of said Bill, except as incident to annexation.

1 Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board intend that the Agreement shall only have effect to provide for the adjustment of their geographic territories in accordance with its terms if Senate Bill 1336/House Bill 1135 is enacted into law in the form as originally introduced with the addition of the attached Amendments. The parties intend that the Agreement shall not be effective if Senate Bill 1336/House Bill 1135 does not become law in the form described in the preceding sentence.

Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board intend that the Agreement shall be in form and substance an agreement of the type described in Section 8 of Senate Bill 1336/House Bill 1135, authorizing two or more public electric systems serving adjacent current geographic territories to enter into an agreement by which their current geographic territories are modified and by which equipment, facilities, and the right to serve specific parcels of land are transferred from one public electric system to another. The parties intend that they shall each be committed to the ratification and affirmance of the Agreement in the event of and following enactment into law of Senate Bill 1336/House Bill 1135, in the form described in the paragraph above.

Having determined that it is appropriate to use the procedures provided in Senate Bill 1336/House Bill 1135 to adjust their geographic territories, Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board desire that Senate Bill 444/House Bill 1294 not become law.

The parties will provide letters to sponsors of Senate Bill 1336/House Bill 1135 expressing their desire that it be enacted in the form introduced with the addition only of the attached Amendments.

Mr. R. Michael Browder
Mr. Roy Taylor
April 19, 1989
Page 3

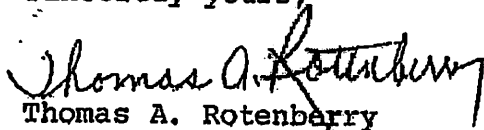
The parties will provide letters to the sponsors of Senate Bill 444/House Bill 1294 expressing their desire that it not be enacted.

Representatives of Kingsport Power Company, Bristol Tennessee Electric System, and Johnson City Power Board will meet as soon as practicable to identify the equipment and facilities to be transferred to Kingsport Power Company pursuant to the Agreement and the compensation therefore and to determine the manner in which the other equipment and facilities shall be rearranged to provide for continued service to the parties' customers.


The parties will seek prompt action by their respective boards of directors, as necessary, to ratify and affirm these undertakings. Kingsport Power agrees to seek prompt action by the City of Kingsport to approve the Agreement and to make an appropriate revision to its franchise with the City.

Please execute a copy of this letter of intent indicating agreement with its provisions.

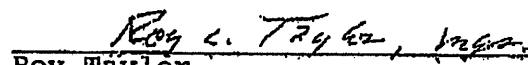
Sincerely yours,


Thomas A. Rotenberry
President
Kingsport Power Company

This letter correctly expresses the intent of Bristol Tennessee Electric System


R. Michael Browder
General Manager

This letter correctly expresses the intent of Johnson City Power Board.


Roy Taylor
Manager

WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-101. Legislative intent

West's Tennessee Code Annotated Title 65. Public Utilities and Carriers (Approx. 2 pages)
T. C. A. § 65-34-101

§ 65-34-101. Legislative intent

Currentness

The general assembly hereby finds that:

(1) Duplication of electric system facilities leads to excessive consumer costs and adverse environmental and aesthetic impacts;

(2) The public health, safety, and welfare require that electric service to a particular geographic area be provided by a single electric system;

(3) The general assembly has heretofore established the geographic territories of electric systems as those geographic areas in which a particular electric system maintained facilities to provide electric service on March 6, 1968, except as those geographic areas have been modified by statutorily authorized agreements among adjacent electric systems, all as provided by § 6-51-112;

(4) Maintenance of the previously established geographic territories, as modified by statutorily authorized agreements, continues to be in the public interest and promotes the public health, safety and welfare;

(5) The consumer owners of municipal and cooperative electric systems have invested large sums in facilities and equipment necessary to provide electric service within areas served by those electric systems; and

(6) It would be contrary to the public interest to permit utilities that are not consumer owned to expand service into areas already served by consumer owned municipal and cooperative electric systems, as such expansion would result in a duplication of service facilities and the loss of consumer investment in displaced facilities.

Credits.



1989 Pub.Acts, c. 230, § 1.

Notes of Decisions (1)

T. C. A. § 65-34-101, TN ST § 65-34-101

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-102. DefinitionsWest's Tennessee Code Annotated Title 65. Public Utilities and Carriers Effective: July 10, 2015 (Approx. 2 pages)
Effective: July 10, 2015

T. C. A. § 65-34-102

§ 65-34-102. Definitions**Currentness**

As used in this chapter, unless the context otherwise requires:

- (1) "Current geographic territory" means the parcels of land, as such parcels are defined or designated by the assessor of property of the county in which the parcels are located, to which a public electric system was providing electric service on February 16, 1989. In any case in which more than one (1) public electric system was providing electric service to a parcel of land on such date, the parcel shall be included within the current geographic territory of the public electric system that first provided electric service to such parcel. Should a public electric system enter into an agreement authorized by § 65-34-108, the current geographic territory of that public electric system shall be modified as provided in that agreement;
- (2) "Electric and community service cooperative" has the meaning set forth in § 65-25-102 (4);
- (3) "Municipal electric system" means any electric system owned by any county, municipality, power district, or other subdivision of Tennessee;
- (4) "Non-consumer owned electric system" means any public electric system other than electric and community service cooperatives and municipal electric systems; and
- (5) "Public electric system" includes electric and community service cooperatives, municipal electric systems, and every individual, co-partnership, association, corporation or joint stock company, their lessees, trustees or receivers, appointed by any court whatsoever, that own, operate, manage, or control any electric power system, plant, or equipment within Tennessee affected by and dedicated to public use.

Credits

1989 Pub.Acts, c. 230, § 2.

Notes of Decisions (3)

T. C. A. § 65-34-102, TN ST § 65-34-102

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-103. Non-consumer owned systems; expansion limits

West's Tennessee Code Annotated Title 65. Public Utilities and Carriers (Approx. 2 pages)

T. C. A. § 65-34-103

§ 65-34-103. Non-consumer owned systems; expansion limits

Currentness

No non-consumer owned electric system may construct, acquire, or maintain facilities, lines, poles, or other equipment used or useful for the distribution or sale of electricity outside its current geographic territory, nor may any non-consumer owned electric system provide, by sale or otherwise, electricity to any parcel of land located outside its current geographic territory. Should a non-consumer owned electric system enter into an agreement authorized by § 65-34-108, the current geographic territory of that non-consumer owned electric system and the current geographic territory of the municipal electric system or electric and community service cooperative system, which is a party to the agreement, shall be modified as provided in that agreement; provided, that nothing in this chapter shall restrict the construction, acquisition, or maintenance of facilities, lines, poles, or other equipment used exclusively in this state for the transmission or sale at wholesale of electricity to electric and community service cooperatives or municipal electric systems.

Credits

1989 Pub.Acts, c. 230, § 3.

Notes of Decisions (2)

T. C. A. § 65-34-103, TN ST § 65-34-103

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be

to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-104. Non-consumer owned systems; removal of facilities

West's Tennessee Code Annotated Title 65. Public Utilities and Carriers (Approx. 2 pages)

T. C. A. § 65-34-104

§ 65-34-104. Non-consumer owned systems; removal of facilities

Currentness

(a) Any non-consumer owned electric system owning any lines, poles, facilities, or other equipment used or useful for the distribution or sale of electricity located outside the non-consumer owned electric system's current geographic territory on any property or right-of-way owned by the state or by any county or municipality or other subdivision of the state must remove such equipment or facilities at the non-consumer owned electric system's expense within six (6) months of May 2, 1989.

(b) If the non-consumer owned electric system owning or otherwise exercising control over such equipment or facilities neglects to remove the equipment or facilities within six (6) months of May 2, 1989, the governmental entity owning the property or right-of-way on which such equipment or facilities are located may, after notice to the non-consumer owned electric system and opportunity for hearing, remove and dispose of such equipment or facilities in whatever manner it deems appropriate, if it determines that such equipment or facilities are located outside the non-consumer owned electric system's current geographic territory. The manner of disposal may include, without limitation, selling such equipment or facilities for other utility use or for scrap and applying the proceeds of such disposal to offset the costs the governmental entity incurred in removing such equipment or facilities. The requirement for removal shall not apply to equipment or facilities otherwise lawfully located on public rights-of-way used solely for the transmission of electricity for parcels of land within the non-consumer owned electric system's current geographic territory.

Credits

1989 Pub. Acts, c. 230, § 4.

T. C. A. § 65-34-104, TN ST § 65-34-104

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final,

official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-105. JurisdictionWest's Tennessee Code Annotated Title 65. Public Utilities and Carriers Effective: April 4, 2017 (Approx. 2 pages)
Proposed Legislation

Effective: April 4, 2017

T. C. A. § 65-34-105

§ 65-34-105. Jurisdiction**Currentness**

The Tennessee public utility commission has jurisdiction to hear and resolve any disputes concerning the boundaries of the current geographic territories of nonconsumer owned electric systems. The commission may promulgate and enforce appropriate rules not inconsistent with this chapter.

Credits

1989 Pub.Acts, c. 230, § 5; 1995 Pub.Acts, c. 305, § 41, eff. July 1, 1996; 2017 Pub.Acts, c. 94, §§ 68, 81, eff. April 4, 2017.

T. C. A. § 65-34-105, TN ST § 65-34-105

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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WESTLAW

West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-106. CondemnationWest's Tennessee Code Annotated Title 65. Public Utilities and Carriers (Approx. 2 pages)
T. C. A. § 65-34-106**§ 65-34-106. Condemnation****Currentness**

Electric and community service cooperatives and municipal electric systems may in the exercise of their powers of eminent domain acquire facilities, equipment, and service areas of non-consumer owned electric systems, notwithstanding the fact that such facilities and equipment shall be dedicated to utility use following their acquisition.

Credits

1989 Pub.Acts, c. 230, § 6.

T. C. A. § 65-34-106, TN ST § 65-34-106

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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West's Tennessee Code Annotated

Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-107. Municipalities; powers

West's Tennessee Code Annotated Title 65. Public Utilities and Carriers Effective: July 10, 2015 (Approx. 2 pages)
Effective: July 10, 2015

T. C. A. § 65-34-107

§ 65-34-107. Municipalities; powers

Currentness

(a) Nothing in this chapter shall impair the right and power of municipalities to operate or authorize the operation of municipal electric systems or electric and community service cooperatives within their municipal boundaries consistent with § 6-51-112.

(b) The provisions of § 6-51-111 to the contrary notwithstanding, municipalities may not through the grant of franchises or other operating authority expand the current geographic territories of non-consumer owned electric systems.

Credits

1989 Pub.Acts, c. 230, § 7.

Notes of Decisions (1)

T. C. A. § 65-34-107, TN ST § 65-34-107

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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Title 65. Public Utilities and Carriers (Refs & Annos)

Chapter 34. Geographic Territories of Electric Utility Systems (Refs & Annos)

§ 65-34-108. Agreements among systems

West's Tennessee Code Annotated Title 65. Public Utilities and Carriers (Approx. 2 pages)
T. C. A. § 65-34-108

§ 65-34-108. Agreements among systems

Currentness

Two (2) or more public electric systems serving adjacent current geographic territories may enter into an agreement by which their current geographic territories are modified and by which equipment, facilities, and the right to serve specified parcels of land are transferred from one (1) public electric system to another. In negotiating and executing such an agreement, the general assembly hereby expresses its intent that public electric systems replace competition with the monopoly public service.

Credits

1989 Pub.Acts, c. 230, § 8.

T. C. A. § 65-34-108, TN ST § 65-34-108

Current with laws from the 2017 First Reg. Sess., eff. through June 30, 2017. Pursuant to §§ 1-1-110, 1-1-111, and 1-2-114, the Tennessee Code Commission certifies the final, official version of the Tennessee Code and, until then, may make editorial changes to the statutes. References to the updates made by the most recent legislative session should be to the Public Chapter and not to the T.C.A. until final revisions have been made to the text, numbering, and hierarchical headings on Westlaw to conform to the official text.

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