

**“Exhibit I”**

THIS INSTRUMENT PREPARED BY:  
JAMES H. EPPS, IV  
Staff Attorney  
601 E. Main Street  
Johnson City, TN 37601

**INDENTURE FOR A PUBLIC WALKWAY AND FOR  
THE PRESERVATION OF UTILITY EASEMENTS  
AND REPAIR AND REPLACEMENT OF A PUBLIC WALKWAY  
AND UTILITIES IN CONTEMPLATION OF JOHNSON CITY'S  
ABANDONMENT OF RIGHT-OF-WAY IN WHICH UTILITIES ARE LOCATED**

THIS INDENTURE is made and entered into as shown below, by and between East TN, LLC, a Delaware limited liability company, referred to as “Party of the First Part,” and the CITY OF JOHNSON CITY, TENNESSEE, a municipal corporation incorporated by Chapter 189 of the 1939 Private Acts of the Tennessee General Assembly, referred to as “Party of the Second Part.”

**W I T N E S S E T H:**

WHEREAS, the Party of the First Part desires that the Party of the Second Part close by ordinance a portion of Wilson Avenue within the corporate limits of the City of Johnson City as depicted on “Exhibit A” that is attached hereto and made a part hereof as if set forth herein verbatim; and,

WHEREAS, the Party of the Second Part agrees to abandon that portion of Wilson Avenue upon certain conditions and considerations as set forth below;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and in consideration of reduced street maintenance and repair inuring to the benefit of the public as a result of the closing of that portion of Wilson Avenue as depicted on “Exhibit A”, and for the good and valuable considerations as set forth below, the parties hereby agree as follows:

The Party of the Second Part agrees to close that portion of Wilson Avenue depicted on “Exhibit A” within the corporate limits of the City of Johnson City, Tennessee, by ordinance.

The Party of the First Part conveys to the Party of the Second Part and to all other public utility companies, private utility companies, utility franchisees of the Party of the Second Part, and any and all entities that now presently or in the future will have the privilege of constructing improvements within the streets of the City of Johnson City, Tennessee, an easement extending over the portion of Wilson Avenue that borders the property of the Party of the First Part on “Exhibit A” for the installation, repair,

replacement, and removal of any infrastructure, equipment, lines, pipes, poles, and personal property, to have and to hold said easement, together with all the rights, privileges, and appurtenances thereunto appertaining to their successors and assigns forever.

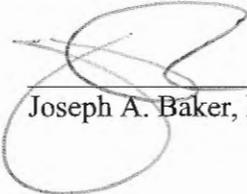
The Party of the First Part shall install along a portion of Wilson Avenue that borders the property of the Party of the First Part depicted on "Exhibit A" and on property owned by the Party of the First Part depicted on "Exhibit A" a public pedestrian walkway in accordance with plans submitted to the Development Services Department of the Party of the Second Part as shown on "Exhibit B" which is incorporated herein by reference. The Party of the First Part conveys to the Party of the Second Part and to the general public an easement for use of the public of the pedestrian walkway as shown on the plans submitted to the Party of the Second Part as shown on "Exhibit B." The Party of the Second Part shall maintain and repair the public pedestrian walkway after installation by Party of the First Part, and the Party of the First Part conveys to the Party of the Second Part an easement on the walkway as depicted on "Exhibit B", for the repair, replacement, and removal of the public pedestrian walkway and the installation, repair, replacement, and removal of any incidental improvements for lighting, drainage, landscaping, etc., to have and to hold said easement, together with all rights, privileges, and appurtenances thereunto appertaining to its successors and assigns forever. "Exhibit B" is used herein solely to depict the location of the walkway and shall not be considered as approval of any site plans.

The parties agree that the easements conveyed herein by the Party of the First Part shall be easements appurtenant for the use and benefit of the Party of the Second Part, and for the use and benefit of all public utility companies, private utility companies, utility franchisees of the Party of the Second Part, and any and all entities that now presently or hereafter have the privilege of constructing improvements within the streets of the Party of the Second Part, its successors and assigns forever.

The Party of the First Part further agrees that it shall not obstruct the easement granted herein.

IN TESTIMONY WHEREOF, the parties have set their hands and seals, this the day and year first above written.

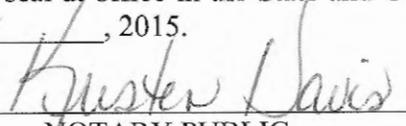
**EAST TN, LLC,**  
a Delaware Limited Liability Company

By:   
Joseph A. Baker, President

State of Tennessee  
County of Sevier

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Joseph A. Baker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of EAST TN, LLC, a Delaware Limited Liability Company, the within named bargainer, and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

**WITNESS** my hand and official seal at office in the State and County aforesaid on this the 6<sup>th</sup> day of February, 2015.

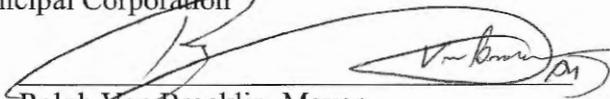
  
NOTARY PUBLIC

My Commission Expires: 8-11-15



**CITY OF JOHNSON CITY, TN**  
a Municipal Corporation

By:

  
Ralph Van Brocklin, Mayor

**STATE OF TENNESSEE**  
**COUNTY OF WASHINGTON**

Before me, a Notary Public in and for the said State and County, personally appeared Ralph Van Brocklin, with whom I am personally acquainted, or whose identity was proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Mayor of the City of Johnson City, a Municipal Corporation, the within named bargainor, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Johnson City, a Municipal Corporation by himself as such officer.

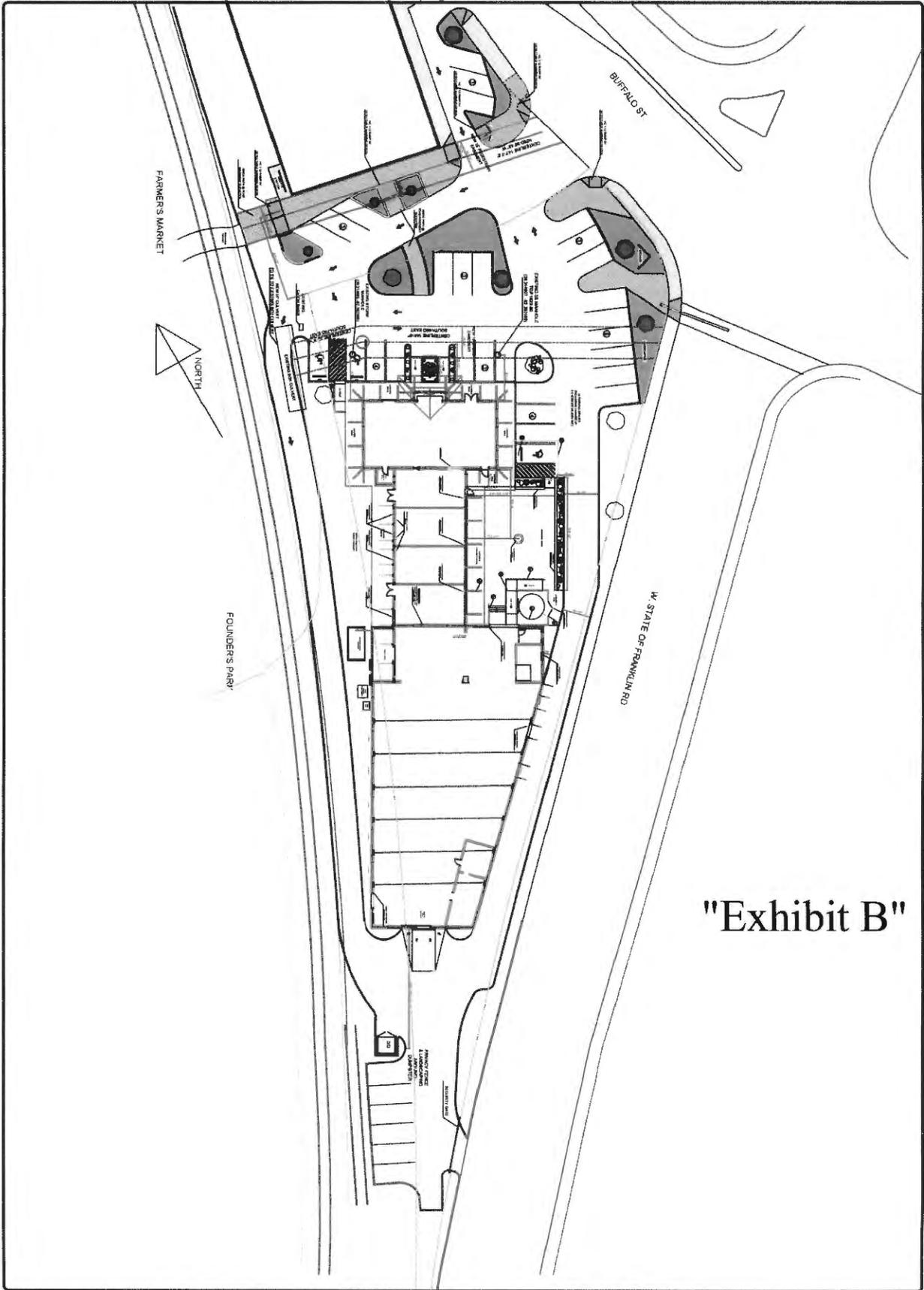
**WITNESS** my hand and official seal at office in the State and County aforesaid on this the 5<sup>th</sup> day of March, 2015.

  
NOTARY PUBLIC

My Commission Expires: June 29, 2016







"Exhibit B"

**A1.0**

DATE: 12/15/2011  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: [Name]



EASEMENT PLAN

WILSON AVE. ABANDONMENT  
 JOHNSON CITY, TENNESSEE

NO.	DATE	REVISIONS

