

Prepared by David Lytle for
Middle Tennessee Electric Membership Corp.
555 New Salem Road
Murfreesboro, TN 37129

COF CONTRACT No. 2018-0158

Revised March 29, 2017

O.B. No. 102-N, Attachment No. 3

Device Location # _____ Project Record # _____ WO # 15165911

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more)

and/by _____

Print Name (unmarried) (husband and wife) or (Print Business Name) City of Franklin (business entity) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Middle Tennessee Electric Membership Corporation, a cooperative corporation hereinafter "Cooperative", whose address is Murfreesboro, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Williamson, State of Tennessee, at (911 address) 119 Ewingville Drive Franklin TN 37064 house # _____ Street/road name _____ City _____ State _____ Zip _____

further described in County Tax Assessor's Tax Maps as

County Code 094 Map 078 Group E Parcel 028.00

which property may be further referenced as property of record in Deed Book 557E, Page 603, of the Register's Office of the above named county and may be further described according to Exhibit "1" attached hereto and incorporated herein by reference as if set forth herein at length verbatim, if attached, to install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, poles, guy wire and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery located within 20 feet of the center line (a total of 40') of said line or system, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system (including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed); to prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by MTEMC (except those trees that appear on the MTEMC approved standard planting guide) which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system; to prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or transformer; to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to the joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other person, association or corporation for electrification, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative.

With respect to the planting or maintenance of any trees, shrubbery or other vegetation within twenty feet (20') of the centerline (a total of 40') of said line or system, the undersigned must secure in advance the written approval of the cooperative which approval may be withheld by MTEMC in its sole discretion if it determines said trees, shrubbery or vegetation may in the future interfere with or threaten to endanger the operation and maintenance of said line or system.

If any portion of the lines or system is placed underground, the right-of-way herein granted includes the right to install and maintain guy additions to overhead lines onto property of the undersigned.

The undersigned covenant that they are the owners of the above-described property.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 23rd day of February, 2019.

(Print Name) _____ (Legal Signature) _____

(Print Name) _____ (Legal Signature) _____

RECORDING STAMP
ON BACK PAGE

OR

(Print Business Name) City of Franklin

(Authorized Representative Print Name & Title) Eric S. Stuckey, City Administrator (Legal Signature) Eric S. Stuckey

(ACKNOWLEDGMENT)

STATE OF TENNESSEE
COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledges that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

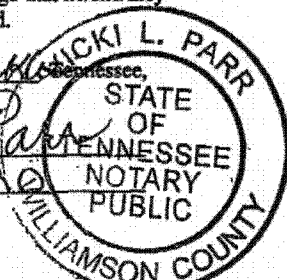
Notary Public _____
My commission expires _____

STATE OF TENNESSEE
COUNTY OF Williamson

On this 23 day of August, 2018, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and deed.

Witness my hand and official seal at Franklin, Tennessee, the day and year aforesaid.

Notary Public Vicki L. Parr
My commission expires 2-23-20



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19011332
04/03/2019 08:45 AM
587555

BK: 7592 PG: 941-942

19011332

2 PGS:AL-EASEMENT	
587555	
04/03/2019 - 08:45 AM	
BATCH	587555
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY
SHERRY ANDERSON
REGISTER OF DEEDS

