

Device Location # _____ Project Record # _____ WO # _____

RIGHT OF WAY EASEMENTDevelopment Blanket Easement YES ☐ NO ☒ Name of Development 231 PUBLIC SQUARE

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 FRANKLIN, State of Tennessee, at _____

(911 address) CITY HALL 109 JEFFERSON AVENUE SW _____

_____ house # _____ Street/Road name _____ City _____ State TN Zip _____

further described in County Tax Assessor's Tax Maps as

County Code 094 Map 78C Group F Parcel 3

which property may be further referenced as property of record in Deed Book 351, Page 946 of the Register's Office of the above named county and may be further described according to Exhibit "I" attached hereto and incorporated herein by reference as if set forth herein at length verbatim. if attached, to construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system 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 or other utility purposes including but not limited to telephone.

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 and that said property is free and clear of encumbrances and liens of any character whatsoever.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8TH day of DECEMBER, 20 16.

(Print Name) _____ (Legal Signature) _____

(Print Name) _____ (Legal Signature) _____

OR

(Print Business Name) City of Franklin(Authorized Representative Print Name & Title) Eric S. Stuckey (Legal Signature) Eric S. StuckeyCity Administrator**(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 acknowledge 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 8 day of Dec., 20 16, 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. ParrMy commission expires 2-23-20

