



February 2, 2011

TO:

Board of Mayor and Aldermen

FROM:

Ben Worley, Right of Way Agent/Project Manager

Eric J. Gardner, P.E., Director of Engineering

Eric S. Stuckey, City Administrator David Parker, P.E., City Engineer

SUBJECT:

Middle Tennessee Electric Easements across City of Franklin Property for the Hillsboro Road

Project

Purpose

The purpose of this memo is to recommend approval of easements on various City properties for Middle Tennessee Electric.

Background

On November 24, 2009, BOMA approved contract number 2009-0080 with Middle Tennessee Electric which included the relocation of overhead lines. The relocation considerations were made to decrease the number of electrical circuits along Hillsboro Road, which would decrease the cost for the underground utilities that would be installed as part of the Hillsboro Road project. In order for Middle Tennessee Electric to complete this work the city must grant easements across various properties. Lists of the properties are as follows:

Tract #	Property Owner	Property Address	Tax	Group	Parcel
			Мар		
1A	City of Franklin	Franklin Road	63		31.01
1B	City of Franklin	331 Franklin Road	63		31
1C	City of Franklin	129 Claude Yates Drive	63		20.08
1D	Franklin Water Quality Control	135 Claude Yates Drive	63		20.01
1E	City of Franklin	124 Claude Yates Drive	63		20.02
2	City of Franklin	214 North Margin Street	63N	D	3
10	City of Franklin	Resthaven Cemetery	63N	D	14
40	City of Franklin	500 New Hwy 96 West	78B	Α	2.01
57	City of Franklin	Astor Way	63J	J	1

Financial Impact

None

Recommendation

Staff recommends approval of the easements on various city properties.



MEMORANDUM

February 10, 2010

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator

David Parker, City Engineer/CIP Executive Eric J. Gardner, P.E., Director of Engineering

William G. Banks, Staff Engineer I

SUBJECT: Hillsboro Road Improvements Project

Project Funding and Status Update

Purpose

The purpose of this memorandum is to bring forward to the Board of Mayor and Aldermen (BOMA) updates on the project status and TDOT's Transportation Enhancement Grant and Local Programs Agreement for the Hillsboro Road Improvements Project.

Background

Recent meetings with the TDOT Local Programs Office have led to reworking the existing Local Programs Grant of \$1,250,000 and the Transportation Enhancement Grant of \$500,000.00, so the City could move forward with the project in a timely manner. To do this, the original project limits had to be redrawn. Two separate project sections were created, a fully City-funded Roadway Improvements section from SR96W to Joel Cheek Blvd. and a smaller City/State funded Intersection Improvements section from Joel Cheek Blvd. to Mack Hatcher Pkwy. For clarification sake in this memo only, the projects will be referred to as the City Project and the State Project. This change allowed TDOT to grant the City approval to move forward with the ROW Phase on the Roadway section, since no State funds were involved. We have already begun the property title search process, and will start the property appraisal process soon. The State Project will still need further approvals from TDOT before the City can move forward to the ROW Phase for that section.

The overall construction timeframe for the project is estimated to commence in late Fall 2012. But, because more stringent approvals are required for the State Project, it is difficult to determine how the TDOT requirements will affect the timeline. It is estimated that the construction phase may be delayed up to a year; then commencing in late Fall 2013. In accepting the Local Programs Grant and the Transportation Enhancement Grant, the City must adhere to the requirements of TDOT which include updating the existing environmental studies and possibly performing additional studies. We will not know for sure the extent of the requirements until the new agreement has been executed, whereas staff can then meet with TDOT. As stated previously, the agreements were revised so that the City could move forward with the ROW Phase. Had these agreements not been revised, the current ROW Phase approvals may have been pushed back another 10-14 months.

Other requirements associated with accepting the grants include TDOT review of all phases of the plans, phase authorization to proceed and outside construction engineering and inspection. Additional time associated with these requirements is estimated to be 12 months. Costs associated with these requirements may include an increase to the CEI services only, which is estimated at around \$700,000.

Recommendation

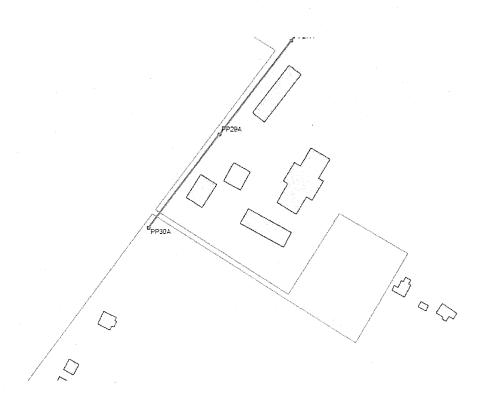
None at this time; this is for information only. Staff will continue to monitor any potential delays associated with the State Project. If at some point, it appears that the State Project will not be ready to go to construction at the same time as the City Project (which is currently estimated at Fall 2012), staff will inform the Board and a decision can be made on continuing to work toward accepting the grants or turning them down.

Device Location # N/A Project Record #	COF ESMT A-1A	WO # N/A
RIGHT OF W	AY EASEMENT	
Development Blanket Easement YES \square NO \square Name of	Development N/A	
KNOW ALL MEN BY THESE PRESENTS, that the underst	igned, (whether one or more)	
City of Franklin an		
Print Name (unmarried) (husband and wife) or (Print Business Name)	Print Name	(business entity) for a good and valuable
consideration, the receipt whereof is hereby acknowledged, do hereby grar corporation hereinafter "cooperative", whose address is Murfreesboro, Ten		Membership Corporation, a cooperative
	, State of Tennessee, at Franklin	TN 37064
house # Street/road name	City	State Zip
further described in County Tax Assessor's Tax Maps as		
County Code 0 9 4 Map 0 6 3	Group Parcel	0 3 1. 0 1
example and not by way of limitation, the right to increase or decrease the manholes, connection boxes, transformers and transformer enclosures; to e trees and shrubbery located within 20 feet of the center line (a total of 40') rendanger the operation and maintenance of said line or system (including a incidentally and necessarily result from the means of control employed); to shrubbery or vegetation not approved in writing by MTEMC (except those approval may be withheld by MTEMC in its sole discretion if it determine to endanger the operation and maintenance of said line or system; to prohit transformer; to keep the easement clear of all buildings, structures or other occupancy of the lines, system or, if any of said system is placed undergrou association or corporation for electrification or other utility purposes inclused the undersigned agree that all poles, wires and other facilities, is above-described lands at the Cooperative's expense shall remain the proper with respect to the planting or maintenance of any trees, shrubber of said line or system, the undersigned must secure in advance the written is ole discretion if it determines said trees, shrubbery or vegetation may in the of said line or system. If any portion of the lines or system is placed underground, the additions to overhead lines onto property of the undersigned. The undersigned covenant that they are the owners of the above and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned have set the	aut, trim and control the growth by of said line or system, or any tree my control of the growth of other prohibit, prevent and restrict the etrees that appear on the MTEMCs said trees, shrubbery or vegetatio bit the planting of any trees, shrub obstructions; and to license, permund, of the trench and related under the properties of the cooperative, removable ery or other vegetation within twe approval of the cooperative which the future interfere with or threate the right-of-way herein granted in e-described property and that said-	chemical means, machinery or otherwise of that may interfere with or threaten to vegetation in the right-of-way which may planting and/or maintenance of any trees, approved standard planting guide) which on may in the future interfere with or threate bery or vegetation within 15' of a pole or ait or otherwise agree to the joint use or erground facilities, by any other person, acceeding the content of the Cooperative. In the option of the Cooperative in the option of the Cooperative in the option of the centerline (a total of 40 approval may be withheld by MTEMC in it is not endanger the operation and maintenance includes the right to install and maintain guid property is free and clear of encumbrance
(Print Name) (Legal Signature)		
(Print Name) (Legal Signature)		
OR		
(Print Business Name)_		
(Authorized Representative Print Name & Title)	(Legal Signature)
(ACKNOWLEDGMENT)		
STATE OF TENNESSEE COUNTY OF	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.	me personally appeared to me l satisfactory evidence) to be the	
Witness my hand and official seal at, Tennessee, the day and year aforesaid.	Witness my hand and offici- the day and year aforesaid.	al seal at, Tennessee,
Notary Public	Notary Public	
My commission expires	My commission expires	

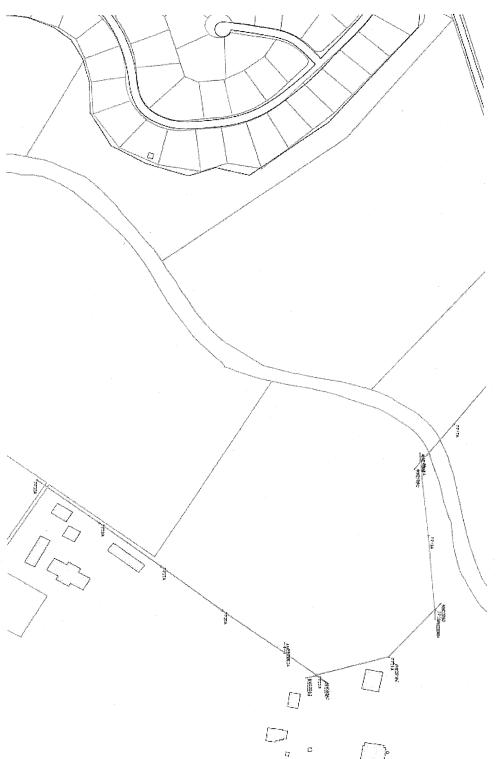
Tract 1A

City of Franklin

Tax Map 63 Parcel 31.01



Device Location # N/A	Project	Record #_	COF ESMT A-1B	WC	# <u>N/A</u>	
R	RIGHT	OF W	AY EASEME	NT		
Development Blanket Easement YES 🔲 1	NO 🛮	Name of	Development N/A			
KNOW ALL MEN BY THESE PRESEN	NTS, that	the undersi	gned, (whether one	or more)		
City of Franklin		an	d/by		-	
Print Name (unmarried) (husband and wife) or (Print Business Nat consideration, the receipt whereof is hereby acknowl corporation hereinafter "cooperative", whose addres undersigned, situated in the County of Williamson (911 address) 331 Franklin Read	ledged, do s is Murfre	esboro, Ten	nessee, and to its succe	ee Electric Me essors or assign	mbership Corpora	a good and valuable ution, a cooperative er upon the lands of th 37064
house # Street/road name	;		City		State	Zip
further described in County Tax Assessor's Tax Maj	os as					
County Code 0 9 4 Map	0 6	3	Group	Parcel 0	3 1. 0 0	-
attached, to construct, reconstruct, rephase, operate a described lands and/or in, upon or under all streets, r improvements, removals from, substitutions and add example and not by way of limitation, the right to in manholes, connection boxes, transformers and transit rees and shrubbery located within 20 feet of the cen endanger the operation and maintenance of said line incidentally and necessarily result from the means of shrubbery or vegetation not approved in writing by approval may be withheld by MTEMC in its sole distoned and the operation and maintenance of said literansformer; to keep the easement clear of all buildir occupancy of the lines, system or, if any of said syst association or corporation for electrification or other. The undersigned agree that all poles, wire above-described lands at the Cooperative's expense of with respect to the planting or maintenanc of said line or system, the undersigned must secure is sole discretion if it determines said trees, shrubber yof said line or system. If any portion of the lines or system is additions to overhead lines onto property of the undersigned covenant that they are that all poles. IN WITNESS WHEREOF, the undersigned in the undersigned covenant that they are that all poles.	oads or high itions to it crease or do former ence ter line (a to or system	ghways abut sacilities as a cerease the a cerease the a closures; to c total of 40") (including a mployed); to except those t determines m; to prohibites or other ad undergrouposes inclue a facilities, in the proper ees, shrubbe the written a commany in the proper and the proper cereases.	ting said lands: to insp s Cooperative may fron number of conduits, with trim and control the of said line or system, ny control of the grow prohibit, prevent and a trees that appear on its said trees, shrubbery obstructions; and to licand, of the trench and r ling but not limited to including any main ser ty of the Cooperative, ery or other vegetation approval of the cooperative, the cooperative in the property of the cooperative in the cooperat	ect and make s in time to time ires, cables, po growth by choor any tree that the of the region of the rest. The res, shrubber rees, shrubber rees, shrubber rees, shrubber rees, shrubber rees, shrubber rees, the removable at the within twenty attive which ap a or threaten to granted included that said properties.	uch repairs, chang deem advisable, in les, guy wire and is emical means, mad t may interfere witetation in the right titing and/or maint proved standard pray in the future in otherwise agree to ound facilities, by equipment, installe ne option of the Coffeet (20') of the corroval may be will or endanger the open des the right to incoperty is free and	ges, alterations, necluding, by way of anchors, hand holes, chinery or otherwise of the otherwise of the otherwise of the otherwise of the otherwise of any trees, planting guide) which netrefere with or threate thin 15' of a pole or to the joint use or any other person, ed in, upon or under the opperative. enterline (a total of 40 hheld by MTEMC in peration and maintenant and maintenant and maintenant of the other of the other of the other
(Print Name)	(Lega	l Signature)_				
(Print Name)	(Lega	1 Signature)				
OR						
(Print Business Name)						
(Authorized Representative Print Name & Title)			(Leg	al Signature)		
(ACKNOWLEDGMENT)						
STATE OF TENNESSEE COUNTY OF			STATE OF TENNE COUNTY OF	ESSEE		
On thisday of20_ me personally appeared to me known (or proved to a satisfactory evidence) to be the person or persons de executed the foregoing instrument, and acknowledge executed the same as his/her/their free act and deed.	scribed in,	and who	On thiso me personally apper satisfactory evidenc executed the forego executed the same a	e) to be the per ing instrument	rson or persons de: , and acknowledge	scribed in, and who e that he/she/they
Witness my hand and official seal atthe day and year aforesaid.	, Tenne	ssee,	Witness my hand the day and year af		eal at	, Tennessee,
Notary Public			Notary Public			
My commission expires			My commission exp	oires		Water to the Complete of the State of the St



Tract 1B
City of Franklin
Harlinsdale Farm
331 Franklin Road
Tax Wlap 63 Parcel 31

37

Device Location # N/A Project Record #	COF ESMT A-1C	WO # <u>N/A</u>
RIGHT OF W	AY EASEMENT	
Development Blanket Easement YES \square NO \square Name of	Development N/A	
KNOW ALL MEN BY THESE PRESENTS, that the underst	igned, (whether one or more)	
City of Franklin an	d/by	
City of Franklin an Print Name	Print Name	(husiness sutitu) for a good and valuable
(unmarried) (husband and wife) or (Print Business Name) consideration, the receipt whereof is hereby acknowledged, do hereby grar corporation hereinafter "cooperative", whose address is Murfreesboro, Ter	messee, and to its successors or as	
undersigned, situated in the County of Williamson (911 address) 129 Claude Yates Drive	, State of Tennessee, at Franklin	TN 37064
house # Street/road name	City	State Zip
further described in County Tax Assessor's Tax Maps as		
County Code 0 9 4 Map 0 6 3	Group Parcel_	0 2 0. 0 8
described lands and/or in, upon or under all streets, roads or highways abut improvements, removals from, substitutions and additions to its facilities a example and not by way of limitation, the right to increase or decrease the manholes, connection boxes, transformers and transformer enclosures; to c trees and shrubbery located within 20 feet of the center line (a total of 40') endanger the operation and maintenance of said line or system (including a incidentally and necessarily result from the means of control employed); to shrubbery or vegetation not approved in writing by MTEMC (except those approval may be withheld by MTEMC in its sole discretion if it determine to endanger the operation and maintenance of said line or system; to prohit transformer; to keep the easement clear of all buildings, structures or other occupancy of the lines, system or, if any of said system is placed undergrous association or corporation for electrification or other utility purposes inclused to the context of the planting or maintenance of any trees, shrubbord said line or system, the undersigned must secure in advance the written sole discretion if it determines said trees, shrubbery or vegetation may in the said line or system, the undersigned must secure in advance the written sole discretion if it determines said trees, shrubbery or vegetation may in the said line or system. If any portion of the lines or system is placed underground, the additions to overhead lines onto property of the undersigned. The undersigned covenant that they are the owners of the above and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned have set the property of the undersigned have set the property	s Cooperative may from time to tinumber of conduits, wires, cables ut, trim and control the growth by of said line or system, or any tree may control of the growth of other prohibit, prevent and restrict the trees that appear on the MTEMC is said trees, shrubbery or vegetatioit the planting of any trees, shrub obstructions; and to license, pernund, of the trench and related unding but not limited to telephone. Including any main service entrarty of the Cooperative, removable try of the Cooperative, removable try or other vegetation within twe approval of the cooperative which the future interfere with or threate the right-of-way herein granted in e-described property and that sai	ime deem advisable, including, by way of poles, guy wire and anchors, hand holes, ochemical means, machinery or otherwise or that may interfere with or threaten to vegetation in the right-of-way which may planting and/or maintenance of any trees, approved standard planting guide) which on may in the future interfere with or threate obery or vegetation within 15° of a pole or or it or otherwise agree to the joint use or erground facilities, by any other person, are equipment, installed in, upon or under that the option of the Cooperative. Interfered (20°) of the centerline (a total of 40 approval may be withheld by MTEMC in item to endanger the operation and maintenance and the property is free and clear of encumbrance depressed in the property is free and clear of encumbrance.
(Print Name)(Legal Signature)_		
(Print Name)(Legal Signature)_	to the second se	<u>.</u>
OR		
(Print Business Name)		
(Authorized Representative Print Name & Title)	(Legal Signature	(e)
(Additized Representative Filit Native & Tito)	(Sogni Diginality)
(ACKNOWLEDGMENT)		
STATE OF TENNESSEE COUNTY OF	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.	me personally appeared to me satisfactory evidence) to be the	
Witness my hand and official seal at, Tennessee, the day and year aforesaid.	Witness my hand and offici the day and year aforesaid.	ial seal at, Tennessee,
Notary Public	Notary Public	
My commission expires	1	

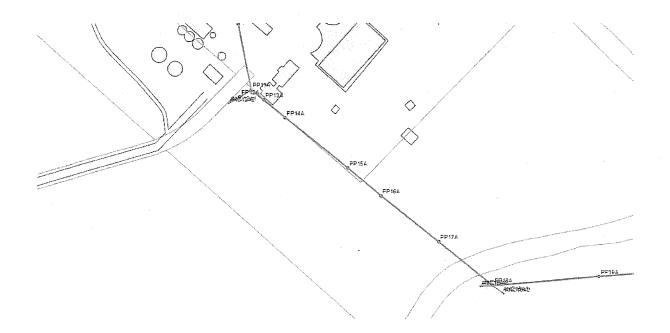
Tract 1C

City of Franklin

Wastewater Treatment Plant

129 Claude Yates Drive

Tax Map 63 Parcel 20.08



Device Location # N/A Project Record #	COF ESMT A-1D WO # N/A	
RIGHT OF W	AY EASEMENT	
Development Blanket Easement YES \square NO $\boxed{\square}$ Name of	Development N/A	
KNOW ALL MEN BY THESE PRESENTS, that the unders	igned, (whether one or more)	
City of Franklin (Franklin Water Quality Control) ar	nd/by Print Name	
(unmarried) (husband and wife) or (Print Business Name) consideration, the receipt whereof is hereby acknowledged, do hereby gran corporation hereinafter "cooperative", whose address is Murfreesboro, Tenundersigned, situated in the County of Williamson	(business entity) for a good a nt unto Middle Tennessee Electric Membership Corporation, a c	cooperative the lands of the
(911 address) 135 Claude Yates Drive house # Street/road name	City State Zip	
further described in County Tax Assessor's Tax Maps as		
County Code 0 9 4 Map 0 6 3	Group Parcel 0 2 0. 0 1	
attached, to construct, reconstruct, rephase, operate and maintain an electric described lands and/or in, upon or under all streets, roads or highways abu improvements, removals from, substitutions and additions to its facilities a example and not by way of limitation, the right to increase or decrease the manholes, connection boxes, transformers and transformer enclosures; to other trees and shrubbery located within 20 feet of the center line (a total of 40°) endanger the operation and maintenance of said line or system (including incidentally and necessarily result from the means of control employed); to shrubbery or vegetation not approved in writing by MTEMC (except thos approval may be withheld by MTEMC in its sole discretion if it determine to endanger the operation and maintenance of said line or system; to prohi transformer; to keep the easement clear of all buildings, structures or other occupancy of the lines, system or, if any of said system is placed undergro association or corporation for electrification or other utility purposes inclu The undersigned agree that all poles, wires and other facilities, above-described lands at the Cooperative's expense shall remain the prope With respect to the planting or maintenance of any trees, shrubb of said line or system, the undersigned must secure in advance the written sole discretion if it determines said trees, shrubbery or vegetation may in of said line or system. If any portion of the lines or system is placed underground, to additions to overhead lines onto property of the undersigned. The undersigned covenant that they are the owners of the above and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned have set the part of the undersigned	titing said lands: to inspect and make such repairs, changes, alter is Cooperative may from time to time deem advisable, including number of conduits, wires, cables, poles, guy wire and anchors, but, trim and control the growth by chemical means, machinery of of said line or system, or any tree that may interfere with or thr and control of the growth of other vegetation in the right-of-way or prohibit, prevent and restrict the planting and/or maintenance of the teres that appear on the MTEMC approved standard planting is said trees, shrubbery or vegetation may in the future interfere bit the planting of any trees, shrubbery or vegetation within 15' obstructions; and to license, permit or otherwise agree to the jound, of the trench and related underground facilities, by any oth ding but not limited to telephone. including any main service entrance equipment, installed in, upray of the Cooperative, removable at the option of the Cooperativery or other vegetation within twenty feet (20') of the centerline approval of the cooperative which approval may be withheld by the future interfere with or threaten to endanger the operation as the right-of-way herein granted includes the right to install an eve-described property and that said property is free and clear of	rations, y, by way of hand holes, or otherwise of eaten to which may of any trees, guide) which with or threater of a pole or int use or er person, on or under th ve. e (a total of 40' v MTEMC in it nd maintenance d maintain gu f encumbrance
(Print Name)(Legal Signature)_		
(Print Name) (Legal Signature)		
OR		
(Print Business Name)		
(Authorized Representative Print Name & Title)	(Legal Signature)	
(ACKNOWLEDGMENT)		
STATE OF TENNESSEE COUNTY OF	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.	On thisday of 20, bef me personally appeared to me known (or proved to me on th satisfactory evidence) to be the person or persons described i executed the foregoing instrument, and acknowledge that he executed the same as his/her/their free act and deed.	e basis of in, and who
Witness my hand and official seal at, Tennessee, the day and year aforesaid.	Witness my hand and official seal at, Tem the day and year aforesaid.	nessee,
Notary Public	Notary Public	
My commission expires	My commission expires	

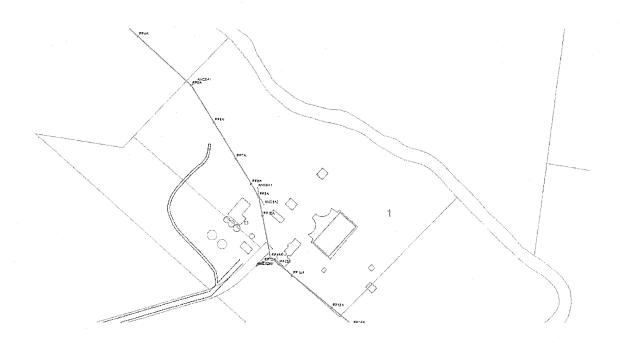
Tract 1D

City of Franklin

Franklin Water Quality Control (Wastewater Treatment Plant)

135 Claude Yates Drive

Tax Map 63 Parcel 20.01



Device Location # N/A P	roject Record#_	COF ESMT A-1E	WO # <u>N/A</u>	-
RIC	GHT OF W	AY EASEMEN	\mathbf{T}	
Development Blanket Easement YES \square NO	☑ Name of I	Development N/A		
KNOW ALL MEN BY THESE PRESENTS	, that the undersi	gned, (whether one or	more)	
City of Franklin	and			
Print Name (unmarried) (husband and wife) or (Print Business Name) consideration, the receipt whereof is hereby acknowledg corporation hereinafter "cooperative", whose address is undersigned, situated in the County of Williamson (911 address) 124 Claude Yates Drive	Murfreesboro, Tem	nessee, and to its succes	Electric Membership Corpor sors or assigns, the right to en	
house # Street/road name		City	State	Zip
further described in County Tax Assessor's Tax Maps as				
County Code 0 9 4 Map	0 6 3	Group	Parcel 0 2 0. 0 2	
attached, to construct, reconstruct, rephase, operate and a described lands and/or in, upon or under all streets, roads improvements, removals from, substitutions and addition example and not by way of limitation, the right to increa manholes, connection boxes, transformers and transform trees and shrubbery located within 20 feet of the center I endanger the operation and maintenance of said line or s incidentally and necessarily result from the means of cor shrubbery or vegetation not approved in writing by MTI approval may be withheld by MTEMC in its sole discret to endanger the operation and maintenance of said line or transformer; to keep the easement clear of all buildings, occupancy of the lines, system or, if any of said system i association or corporation for electrification or other util The undersigned agree that all poles, wires an above-described lands at the Cooperative's expense shall With respect to the planting or maintenance of said line or system, the undersigned must secure in ad sole discretion if it determines said trees, shrubbery or wof said line or system. If any portion of the lines or system is place additions to overhead lines onto property of the undersigned covenant that they are the or and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned.	sor highways abutt is to its facilities as so or decrease the rerenciosures; to come (a total of 40°) system (including attrol employed); to EMC (except those ion if it determines reystem; to prohib structures or other is placed undergroutly purposes includ d other facilities, in remain the propertion any trees, shrubbe vance the written a egetation may in the dunderground, the ned. where of the above wares of the above	ing said lands: to inspec Cooperative may from number of conduits, wire it, trim and control the go of said line or system, on ny control of the growth prohibit, prevent and re- trees that appear on the said trees, shrubbery or it the planting of any tre- obstructions; and to lice and, of the trench and rel- ing but not limited to tel- nicluding any main servi- y of the Cooperative, re- rry or other vegetation w pproval of the cooperati- tie future interfere with one right-of-way herein gu- described property and	at and make such repairs, chartime to time deem advisable, so, cables, poles, guy wire and growth by chemical means, may any tree that may interfere we of other vegetation in the rigistrict the planting and/or main MTEMC approved standard vegetation may in the future ese, shrubbery or vegetation wense, permit or otherwise agree ated underground facilities, b lephone. ce entrance equipment, instal movable at the option of the fright the which approval may be with the	nges, alterations, including, by way of a anchors, hand holes, achinery or otherwise of with or threaten to ht-of-way which may a tenance of any trees, planting guide) which interfere with or threater within 15' of a pole or e to the joint use or y any other person, and the did in the content of the conte
(Print Name)	(Legal Signature)	×		
(Print Name)	(Legal Signature)			
OR	_(Degai organiaro)		The Performance of the Control of th	
(Print Business Name)_				
(Authorized Representative Print Name & Title)			Signature)	
		(-		
(ACKNOWLEDGMENT)				
STATE OF TENNESSEE COUNTY OF		STATE OF TENNES COUNTY OF	SEE	<u>i.</u>
On this day of 20 me personally appeared to me known (or proved to me o satisfactory evidence) to be the person or persons describe executed the foregoing instrument, and acknowledge that executed the same as his/her/their free act and deed.	n the basis of sed in, and who	satisfactory evidence) executed the foregoin	y of 20_ ed to me known (or proved to to be the person or persons d g instrument, and acknowledg his/her/their free act and deed	escribed in, and who ge that he/she/they
Witness my hand and official seal at, the day and year aforesaid.	Tennessee,	Witness my hand a the day and year afor	and official seal atesaid.	, Tennessee,
Notary Public		Notary Public		
My commission expires		My commission expir	es	

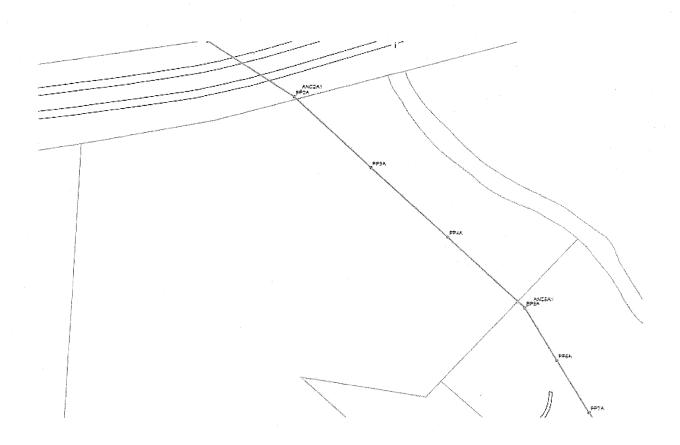
Tract 1E

City of Franklin

Wastewater Treatment Plant

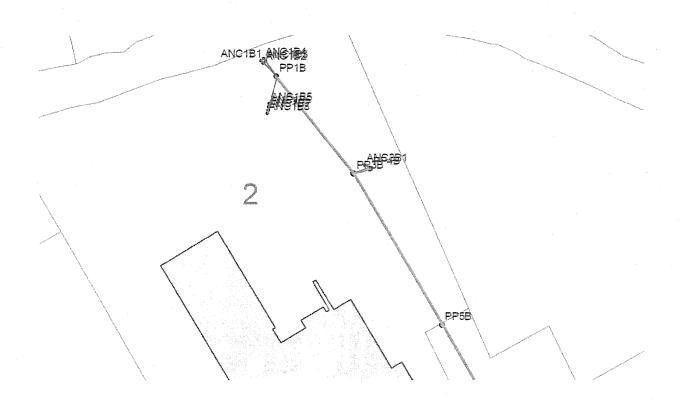
124 Claude Yates Drive

Tax Map 63 Parcel 20.02



Device Location # N/A	Project Reco	ord # COF ESMT B-2	WO# N/A	-
	RIGHT OF	WAY EASEME	NT	
Development Blanket Easement YES	NO 🛮 Nam	ne of Development N/A		
KNOW ALL MEN BY THESE PRES	ENTS, that the ur	ndersigned, (whether one o	or more)	
City of Franklin		and/by		· · · · · · · · · · · · · · · · · · ·
Print Name (unmarried) (husband and wife) or (Print Business consideration, the receipt whereof is hereby acknocorporation hereinafter "cooperative", whose add undersigned, situated in the County of Williamson (911 address) 214 North Margin Street	owledged, do hereb ress is Murfreesbord	o, Tennessee, and to its succe , State of Tennessee Franklin	ee Electric Membership Corpor essors or assigns, the right to en e, at TN	a good and valuable ation, a cooperative ter upon the lands of the 37064
house # Street/road na	me	City	State	Zip
further described in County Tax Assessor's Tax N	Maps as			
County Code 0 9 4 Max which property may be further referenced as propand may be further described according to Exhibitation and the construct, reconstruct, rephase, opera described lands and/or in, upon or under all street improvements, removals from, substitutions and example and not by way of limitation, the right to manholes, connection boxes, transformers and trees and shrubbery located within 20 feet of the endanger the operation and maintenance of said I incidentally and necessarily result from the mean shrubbery or vegetation not approved in writing approval may be withheld by MTEMC in its sole to endanger the operation and maintenance of said transformer, to keep the easement clear of all bui occupancy of the lines, system or, if any of said sassociation or corporation for electrification or of The undersigned agree that all poles, wabove-described lands at the Cooperative's expenditude of said line or system, the undersigned must secus sole discretion if it determines said trees, shrubb of said line or system. If any portion of the lines or system additions to overhead lines onto property of the undersigned covenant that they are and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned property of the undersigned covenant that they are and liens of any character whatsoever.	retry of record in De to "1" attached heret te and maintain an es, roads or highway additions to its facil, increase or decreas unsformer enclosure centre line (a total o ince or system (inclus of control employ by MTEMC (excep discretion if it dete d line or system; to addings, structures or ystem is placed undher utility purposes vires and other facil se shall remain the lance of any trees, si re in advance the werry or vegetation m is placed undergroundersigned, e the owners of the dersigned have s	seed Book 2142 , Page 53 to and incorporated herein by electric transmission and/or d so subuting said lands: to inspetities as Cooperative may fron see the number of conduits, with sets to cut, trim and control the sof 40°) of said line or system, iding any control of the growted); to prohibit, prevent and r of those trees that appear on the rmines said trees, shrubbery or prohibit the planting of any the control of the trench and residually including but not limited to the littles, including any main serproperty of the Cooperative, including any main serproperty of the Cooperative, including any main serproperty of the Cooperative, including the cooperacy in the future interfere with und, the right-of-way herein the above-described property and the subove-described property a	reference as if set forth herein; istribution line or system on or set and make such repairs, chan in time to time deem advisable, res, cables, poles, guy wire amor any tree that may interfere with of other vegetation in the right estrict the planting and/or main the MTEMC approved standard or vegetation may in the future rees, shrubbery or vegetation we tense, permit or otherwise agree elated underground facilities, by elephone. vice entrance equipment, instal removable at the option of the C within twenty feet (20") of the attive which approval may be win or threaten to endanger the opgranted includes the right to and that said property is free and that said property is free and the standard property is free and that said property is free and that said property is free and the standard property is free and that said property is free and the said property i	at length verbatim, if under the above gos, alterations, including, by way of anchors, hand holes, achinery or otherwise or ith or threaten to it-of-way which may teenance of any trees, planting guide) which interfere with or threate ithin 15' of a pole or et othe joint use or y any other person, led in, upon or under the coperative. Centerline (a total of 40 thheld by MTEMC in iteration and maintenance install and maintain guided clear of encumbrance.
(Print Name)	(Legal Signs	ature)		
(Print Name)	(Legal Signa	ature)		
OR (Print Business Name)				
(Authorized Representative Print Name & Title)		(Leg	gal Signature)	
(1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.		\\\		
(ACKNOWLEDGMENT)				
STATE OF TENNESSEE COUNTY OF		STATE OF TENNE COUNTY OF	ESSEE 	
On thisday of	to me on the basis of s described in, and vedge that he/she/the	who satisfactory evidency executed the forego	lay of 20 ared to me known (or proved to e) to be the person or persons d ing instrument, and acknowled, is his/her/their free act and deed	escribed in, and who ge that he/she/they
Witness my hand and official seal atthe day and year aforesaid.	, Tennessee,	Witness my hand the day and year af	l and official seal atoresaid.	, Tennessee,
Notary Public		i	-	
My commission expires		My commission exp	oires	***************************************

Tract 2
City of Franklin
214 North Margin Street
Tax Map 63N Parcel 3



Device Location # N/A Project Record # _	COF ESMT B-10	WO # N/A
RIGHT OF W	AY EASEMENT	
Development Blanket Easement YES 🗆 NO 🗹 Name of B	Development N/A	
KNOW ALL MEN BY THESE PRESENTS, that the undersi	gned, (whether one or more	
City of Franklin (Resthaven Cemetery) and	d/by	
Print Name (unmarried) (husband and wife) or (Print Business Name)	Print Name	(business entity) for a good and valuable
consideration, the receipt whereof is hereby acknowledged, do hereby gran	t unto Middle Tennessee Electronessee, and to its successors or, State of Tennessee, at	ic Membership Corporation, a cooperative
(911 address) North Margin Street and 4th Avenue North	Franklin	TN 37064
house # Street/road name	City	State Zip
further described in County Tax Assessor's Tax Maps as		
County Code 0 9 4 Map 0 6 3 N	Group D Parcel	0 1 4. 0 0
described lands and/or in, upon or under all streets, roads or highways abut improvements, removals from, substitutions and additions to its facilities at example and not by way of limitation, the right to increase or decrease the manholes, connection boxes, transformers and transformer enclosures; to our trees and shrubbery located within 20 feet of the center line (a total of 40') endanger the operation and maintenance of said line or system (including a incidentally and necessarily result from the means of control employed); to shrubbery or vegetation not approved in writing by MTEMC (except those approval may be withheld by MTEMC in its sole discretion if it determines to endanger the operation and maintenance of said line or system; to prohibit transformer; to keep the easement clear of all buildings, structures or other occupancy of the lines, system or, if any of said system is placed undergrou association or corporation for electrification or other utility purposes included the undersigned agree that all poles, wires and other facilities, is above-described lands at the Cooperative's expense shall remain the proper with respect to the planting or maintenance of any trees, shrubber of said line or system, the undersigned must secure in advance the written sole discretion if it determines said trees, shrubbery or vegetation may in the sole discretion if it determines said trees, shrubbery or vegetation may in the facilities of any other actions of the lines or system is placed underground, the additions to overhead lines onto property of the undersigned. The undersigned covenant that they are the owners of the above and liens of any character whatsoever. IN WITNESS WHEREOF, the undersigned have set the proper to the undersigned and the company of the said the content of the lines of any character whatsoever.	s Cooperative may from time to number of conduits, wires, cabl ut, trim and control the growth of said line or system, or any truly control of the growth of oth prohibit, prevent and restrict it to trees that appear on the MTEB is said trees, shrubbery or vegets but the planting of any trees, shrubbery or vegets of the planting of any trees, shrubbery or vegets in the planting of any trees, shrubbery or vegets of the planting of the trench and related unting but not limited to telephon including any main service entry of the Cooperative, removabery or other vegetation within the provided of the cooperative which the future interfere with or three the right-of-way herein granted e-described property and that seeds a said trees are the said trees.	of time deem advisable, including, by way of est, poles, guy wire and anchors, hand holes, by chemical means, machinery or otherwise of eee that may interfere with or threaten to er vegetation in the right-of-way which may nee planting and/or maintenance of any trees, MC approved standard planting guide) which atton may in the future interfere with or threate ubbery or vegetation within 15' of a pole or mit or otherwise agree to the joint use or nderground facilities, by any other person, e. ance equipment, installed in, upon or under the at the option of the Cooperative. Wenty feet (20') of the centerline (a total of 40 ich approval may be withheld by MTEMC in i aten to endanger the operation and maintenance includes the right to install and maintain guarial property is free and clear of encumbrance and property is free and clear of encumbrance.
(Print Name) (Legal Signature)		
· · · · · · · · · · · · · · · · · · ·		
(Print Name) (Legal Signature)		
OR		
(Print Business Name)		
(Authorized Representative Print Name & Title)	(Legal Signat	ure)
(ACKNOWLEDGMENT)		
STATE OF TENNESSEE COUNTY OF	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.	satisfactory evidence) to be	20, before ne known (or proved to me on the basis of the person or persons described in, and who ament, and acknowledge that he/she/they/their free act and deed.
Witness my hand and official seal at, Tennessee, the day and year aforesaid.	Witness my hand and off the day and year aforesaid.	icial seal at, Tennessee,
Notary Public	Notary Public	
My commission expires	1	

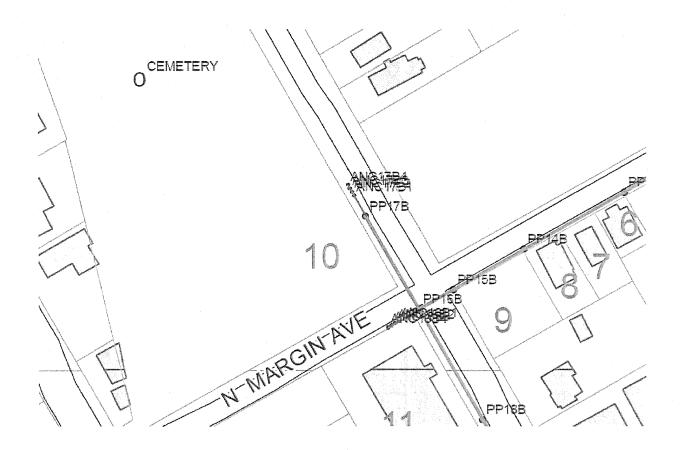
Tract 10

City of Franklin

Resthaven Cemetery

4th Ave and North Margin Street

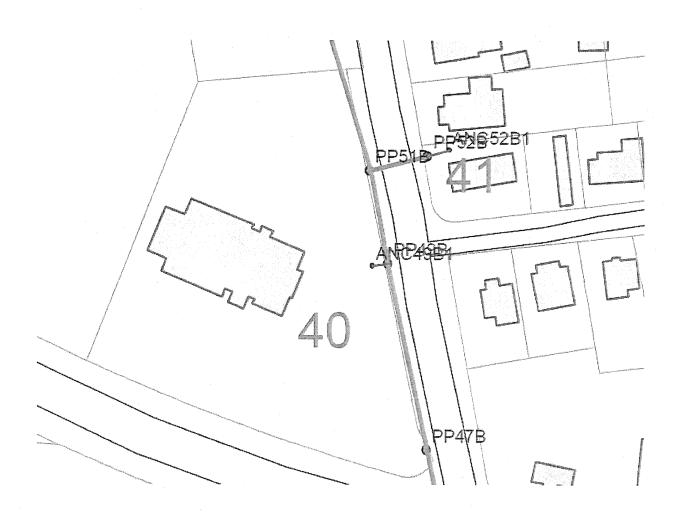
Tax Map 63N Parcel 14



Device Location # N/A	Project Record #	COF ESMT B-40	WO # <u>N/A</u>	
	RIGHT OF W	YAY EASEMENT		
Development Blanket Easement YES	NO Name o	Development N/A		· · · · · · · · · · · · · · · · · · ·
KNOW ALL MEN BY THESE PRES	ENTS, that the under	signed, (whether one or mor	re)	
City of Franklin	a	nd/by		
Print Name (unmarried) (husband and wife) or (Print Business consideration, the receipt whereof is hereby ackn corporation hereinafter "cooperative", whose add undersigned, situated in the County of Williamsor (911 address) 500 New Highway 98 W	owledged, do hereby gra ress is Murfreesboro, Te 1	nnessee, and to its successors		ition, a cooperative
house # Street/road na		City	State	Zip
further described in County Tax Assessor's Tax I	Maps as			
County Code 0 9 4 Mea which property may be further referenced as prop and may be further described according to Exhibi attached, to construct, reconstruct, rephase, opera described lands and/or in, upon or under all street improvements, removals from, substitutions and example and not by way of limitation, the right te manholes, connection boxes, transformers and tre trees and shrubbery located within 20 feet of the endanger the operation and maintenance of said l incidentally and necessarily result from the mean shrubbery or vegetation not approved in writing approval may be withheld by MTEMC in its sole to endanger the operation and maintenance of said stransformer; to keep the easement clear of all bui occupancy of the lines, system or, if any of said s association or corporation for electrification or of The undersigned agree that all poles, w above-described lands at the Cooperative's expen. With respect to the planting or mainten of said line or system, the undersigned must secu sole discretion if it determines said trees, shrubbe of said line or system. If any portion of the lines or system is additions to overhead lines onto property of the u The undersigned covenant that they ar and liens of any character whatsoever. IN WITNESS WHEREOF, the une , 20	erty of record in Deed Et "1" attached hereto and te and maintain an electic s, roads or highways abuidditions to its facilities increase or decrease the insformer enclosures; to zenter line (a total of 40' ine or system (including s of control employed); toy MTEMC (except thordiscretion if it determind line or system; to prohidings, structures or other system is placed undergrater utility purposes inchires and other facilities, see shall remain the propose and other facilities, see shall remain the propose inchires and other facilities, or and other facilities, see shall remain the propose inchire in advance the written rry or vegetation may in s placed underground, adersigned.	i incorporated herein by refere ic transmission and/or distribu utiting said lands: to inspect and as Cooperative may from time enumber of conduits, wires, ca cut, trim and control the growt) of said line or system, or any any control of the growth of or prohibit, prevent and restrict se trees that appear on the MTE es said trees, shrubbery or vege that the planting of any trees, si robstructions; and to license, pround, of the trench and related uding but not limited to telepho including any main service entry of the Cooperative, removatory or other vegetation within approval of the cooperative with or three the tright-of-way herein grante we-described property and that we-described property and that	e Register's Office of the nee as if set forth herein a tion line or system on or t make such repairs, clang to time deem advisable, in bles, poles, guy wire and in by chemical means, mad tree that may interfere with her vegetation in the right the planting and/or maint EMC approved standard patation may in the future in unbbery or vegetation with the planting and for maint or otherwise agree underground facilities, by ne. It ance equipment, install the at the option of the Cottwenty feet (20°) of the cohich approval may be with eaten to endanger the ope dincludes the right to in said property is free and	t length verbatim, if inder the above ges, alterations, neluding, by way of anchors, hand holes, chinery or otherwise of the or threaten to te-of-way which may enance of any trees, olanting guide) which therefore with or threatthin 15' of a pole or to the joint use or any other person, ed in, upon or under tooperative. enterline (a total of 40 hheld by MTEMC in tration and maintenan install and maintain greater of encumbrance.
(Print Name)	(Legal Signature)			
(Print Name)_	(Legal Signature)			
OR				
(Print Business Name)				
(Authorized Representative Print Name & Title)		(Legal Signa	iture)	
(ACVNOWLEDGMENT)				
(ACKNOWLEDGMENT)		I am am on more		
STATE OF TENNESSEE COUNTY OF		STATE OF TENNESSEE COUNTY OF	*	
On this day of 20 me personally appeared to me known (or proved to satisfactory evidence) to be the person or persons executed the foregoing instrument, and acknowled executed the same as his/her/their free act and dec	described in, and who ige that he/she/they	On this day of _ me personally appeared to : satisfactory evidence) to be executed the foregoing inst executed the same as his/ho	20 me known (or proved to n the person or persons des rument, and acknowledge	, before ne on the basis of scribed in, and who
Witness my hand and official seal atthe day and year aforesaid.	, Tennessee,	Witness my hand and of the day and year aforesaid.	ficial seal at	, Tennessee,
Notary Public		Notary Public		
My commission expires		My commission expires		

Tract 40
City of Franklin
500 New Highway 96 West

Tax Map 78B Parcel 2.01



Device Location # N/A	Project Record	COF ESMT C-57	WO # N/A	SCANNER PORT OF THE PART OF TH
	RIGHT OF V	VAY EASEME	ENT	
Development Blanket Easement YES	NO Name o	f Development N/A		
KNOW ALL MEN BY THESE PRESE	ENTS, that the under	rsigned, (whether one	or more)	
City of Franklin (Del Rio Park)		and/by		
Print Name (unmarried) (husband and wife) or (Print Business N consideration, the receipt whereof is hereby ackno corporation hereinafter "cooperative", whose addr undersigned, situated in the County of Williamson (911 address) Astor Way	ame) wledged, do hereby gr ess is Murfreesboro, T	Print Name ant unto Middle Tennessenessee, and to its succendent, State of Tennesse	essors or assigns, the right to ent e, at TN	ation, a cooperative er upon the lands of the 37064
house # Street/road nar	ne	City	State	Zip
further described in County Tax Assessor's Tax M	aps as			
County Code 0 9 4 Mag which property may be further referenced as prope and may be further described according to Exhibit attached, to construct, reconstruct, rephase, operate described lands and/or in, upon or under all streets improvements, removals from, substitutions and a example and not by way of limitation, the right to manholes, connection boxes, transformers and trar trees and shrubbery located within 20 feet of the cendanger the operation and maintenance of said incidentally and necessarily result from the means shrubbery or vegetation not approved in writing b approval may be withheld by MTEMC in its sole c to endanger the operation and maintenance of said transformer; to keep the easement clear of all build occupancy of the lines, system or, if any of said sy association or corporation for electrification or oth The undersigned agree that all poles, wi above-described lands at the Cooperative's expense With respect to the planting or maintena of said line or system, the undersigned must secure sole discretion if it determines said trees, shrubber of said line or system. If any portion of the lines or system is additions to overhead lines onto property of the un The undersigned covenant that they are and liens of any character whatsoever. IN WITNESS WHEREOF, the und	"1" attached hereto are and maintain an elector roads or highways abiditions to its facilities increase or decrease the sformer enclosures; to the result of 40 to or system (including of control employed); y MTEMC (except the iscretion if it determit line or system; to prolings, structures or oth stem is placed underger utility purposes inclease and other facilities es shall remain the propose of any trees, shrute in advance the writte y or vegetation may in placed underground, dersigned, the owners of the aboversigned have set it above the same control of the the same cont	Book 2555 , Page 360 di incorporated herein by the transmission and/or putting said lands: to inspansion as Cooperative may froe number of conduits, wo cut, trim and control the order of the country of the control of the growto prohibit, prevent and see trees that appear on the said trees, shrubbery nibit the planting of any er obstructions; and to live of the trench and uding but not limited to, including any main severty of the Cooperative, obery or other vegetation in approval of the coopen the future interfere with the right-of-way herein ove-described property and other to the coopen the cooperative, bery or other vegetation or approval of the coopen the future interfere with the right-of-way herein ove-described property and the coopen of the coopen the future interfere with the right-of-way herein ove-described property and control of the coopen of the coopen of the coopen of the coopen of the future interfere with the right-of-way herein ove-described property and control of the coopen o	y reference as if set forth herein a distribution line or system on or sect and make such repairs, chan m time to time deem advisable, i irres, cables, poles, guy wire and e growth by chemical means, man or any tree that may interfere with of other vegetation in the right restrict the planting and/or main he MTEMC approved standard of or vegetation may in the future it trees, shrubbery or vegetation with cense, permit or otherwise agree related underground facilities, by telephone. The contraction of the Control of the Contr	at length verbatim, if under the above ges, alterations, neluding, by way of anchors, hand holes, chinery or otherwise of ith or threaten to t-of-way which may tenance of any trees, planting guide) which nuterfere with or threate thin 15' of a pole or to the joint use or any other person, ed in, upon or under the cooperative. The properties of the properties of the pole of the point of the pole of
(Print Name)	(Legal Signature)		
(Print Name)	(Legal Signature)		
OR (Print Business Name)				
(Authorized Representative Print Name & Title)		(Le	gal Signature)	
(ACKNOWLEDGMENT)			,	
STATE OF TENNESSEE COUNTY OF		STATE OF TENNI COUNTY OF	ESSEE	
On this day of 20 me personally appeared to me known (or proved to satisfactory evidence) to be the person or persons of executed the foregoing instrument, and acknowled executed the same as his/her/their free act and deed	lescribed in, and who ge that he/she/they	satisfactory evidence executed the forego	day of	escribed in, and who e that he/she/they
Witness my hand and official seal atthe day and year aforesaid.	, Tennessee,	Witness my han the day and year a	d and official seal at Foresaid.	, Tennessee,
Notary Public				
My commission expires		My commission ex	pires	·

Tract 57

City of Franklin

Astor Way

Tax Map 63J Parcel 1

