



MEMORANDUM

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 Map	Group	Parcel
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	A	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.

Device Location # N/A Project Record # COF ESMT A-1A WO # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) Franklin Road 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

which property may be further referenced as property of record in Deed Book 3390, Page 181, 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 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 _____ day of _____, 20_____.

(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 _____

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 _____

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.

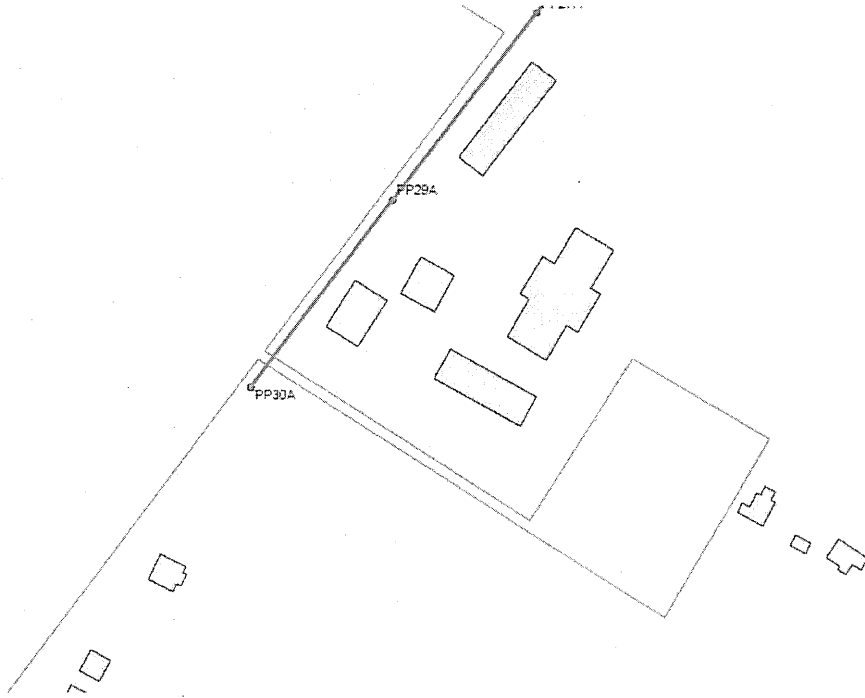
Witness my hand and official seal at _____, Tennessee, the day and year aforesaid.

Notary Public _____
My commission expires _____

Tract 1A

City of Franklin

Tax Map 63 Parcel 31.01



Device Location # N/A Project Record # COF ESMT A-1B WO # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin and/by _____

Print Name _____ Print Name _____ (business entity) for a good and valuable (unmarried) (husband and wife) or (Print Business Name) 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 _____ TN 37064 (911 address) 331 Franklin Road Franklin State Zip 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 0

which property may be further referenced as property of record in Deed Book 3390, Page 181, 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 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 _____ day of _____, 20_____.

(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 _____

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 _____

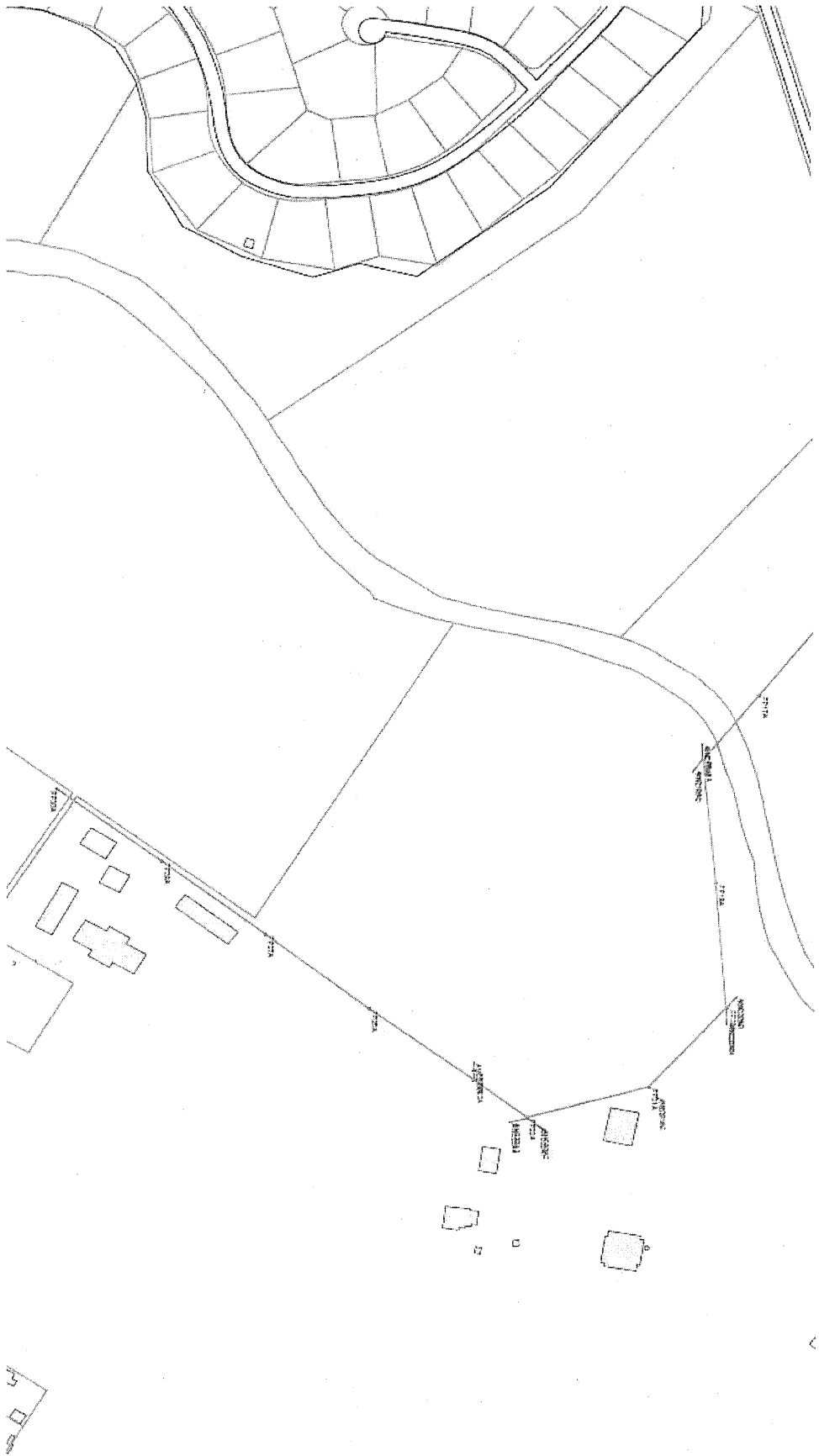
On this _____ day of _____, 20_____, before me personally appeared to me known (or proved to me on the basis of satisfactory evidence) to be the person or persons described in, and who executed the foregoing instrument, and acknowledge that he/she/they executed the same as his/her/their free act and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

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

Notary Public _____

My commission expires _____

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



Device Location # N/A Project Record # COF ESMT A-1C WO # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) 129 Claude Yates Drive 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

which property may be further referenced as property of record in Deed Book 924, Page 386, 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 _____ day of _____, 20____.

(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 _____

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 _____

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 _____

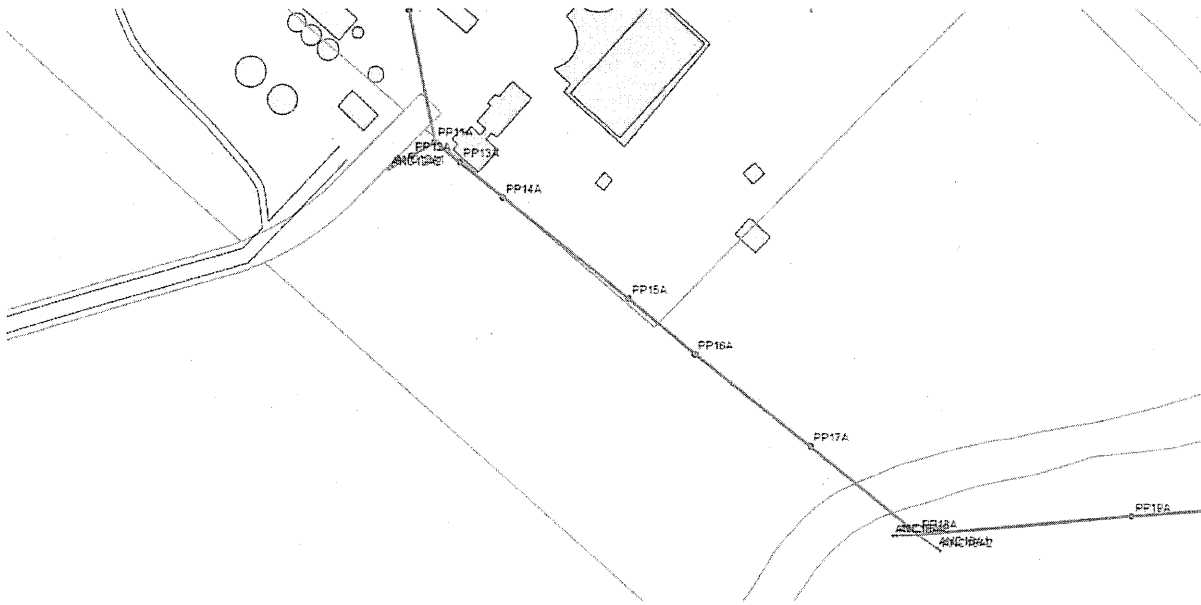
Tract 1C

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 WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin (Franklin Water Quality Control) and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) 135 Claude Yates Drive 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 1

which property may be further referenced as property of record in Deed Book 213, Page 782, 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 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.

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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 _____ day of _____, 20_____.

(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 _____

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 _____

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 _____

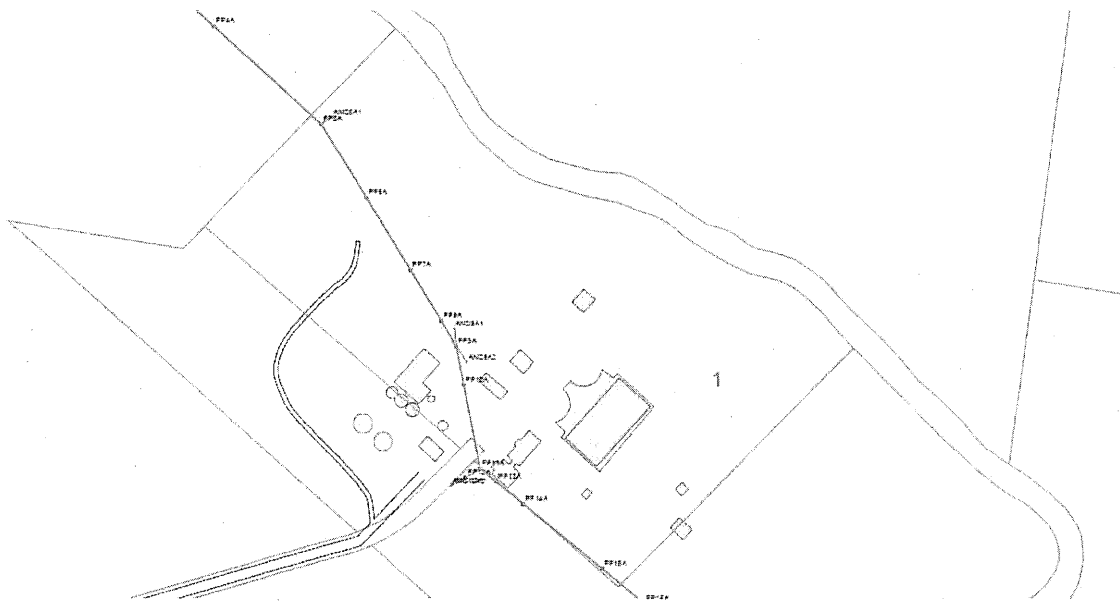
Tract 1D

City of Franklin

Franklin Water Quality Control (Wastewater Treatment Plant)

135 Claude Yates Drive

Tax Map 63 Parcel 20.01



Device Location # N/A Project Record # COF ESMT A-1E WO # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) 124 Claude Yates Drive 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 2

which property may be further referenced as property of record in Deed Book 1445, Page 141, 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 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.

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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 _____ day of _____, 20____.

(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 _____

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 _____

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

Notary Public _____
My commission expires _____

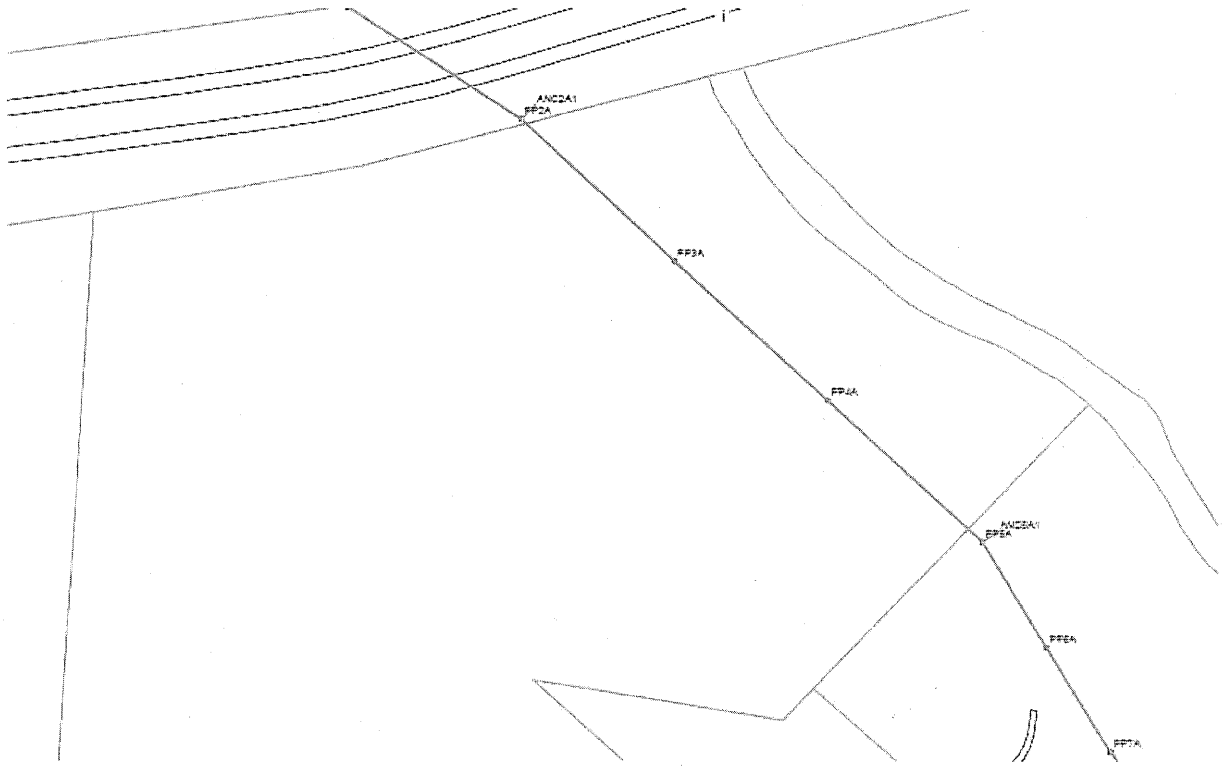
Tract 1E

City of Franklin

Wastewater Treatment Plant

124 Claude Yates Drive

Tax Map 63 Parcel 20.02



Device Location # N/A Project Record # COF ESMT B-2 WO # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) 214 North Margin Street 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 0 3. 0 0

which property may be further referenced as property of record in Deed Book 2142, Page 53, 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 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 _____ day of _____, 20____.

(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 _____

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 _____

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.

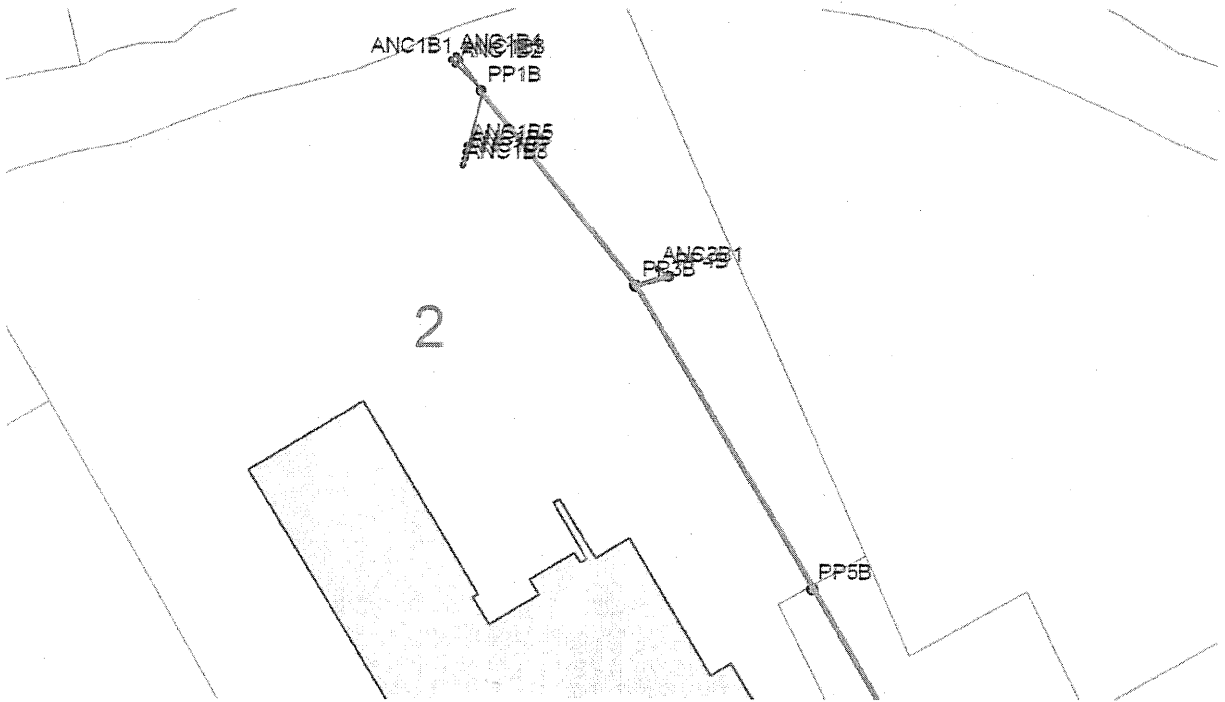
Notary Public _____
My commission expires _____

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 WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin (Reslhaven Cemetery) and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) _____ 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

which property may be further referenced as property of record in Deed Book W.B. V, Page 444, 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 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 _____ day of _____, 20_____.

(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 _____

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 _____

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 _____

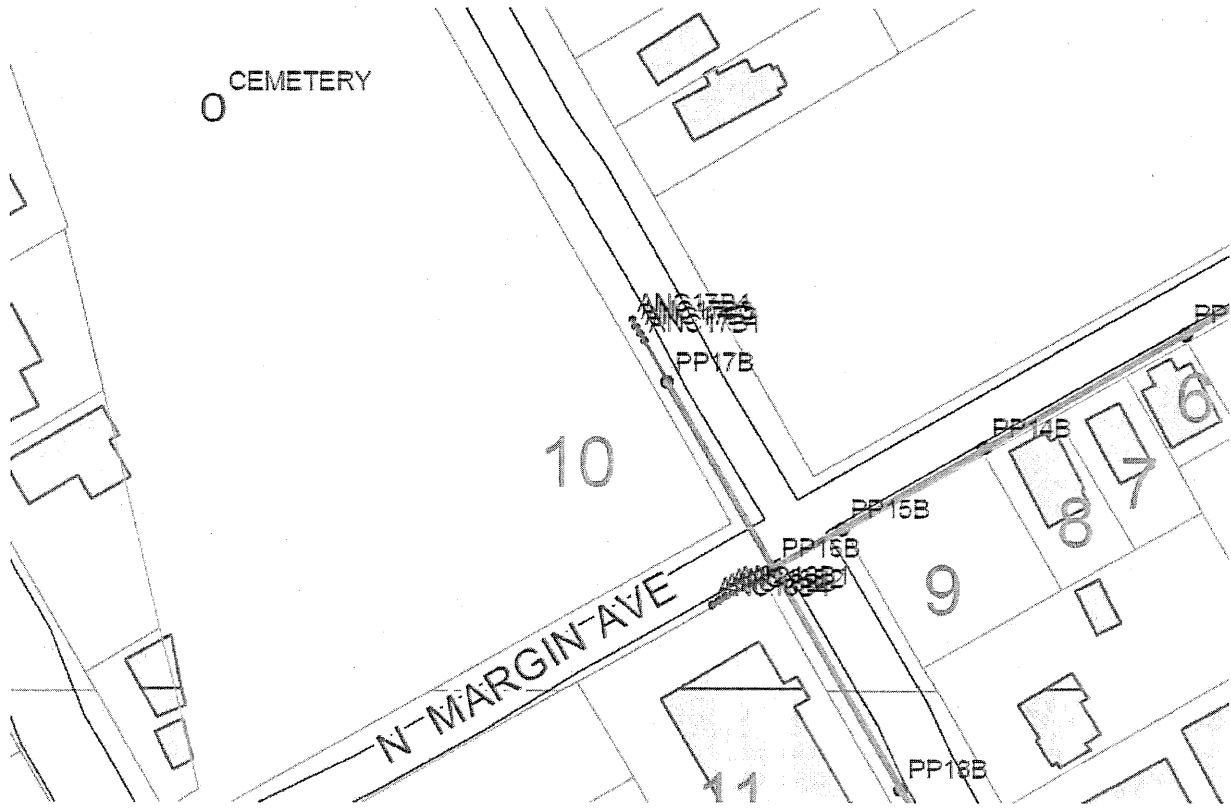
Tract 10

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 # N/A

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin _____ and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) 500 New Highway 96 West 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 7 8 B Group A Parcel 0 0 2 0 1

which property may be further referenced as property of record in Deed Book 1531, Page 342, 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 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 _____ day of _____, 20____.

(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 _____

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 _____

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 _____

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

RIGHT OF WAY EASEMENT

Development Blanket Easement YES NO Name of Development N/A

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

City of Franklin (Del Rio Park) and/by _____

Print Name _____ (unmarried) (husband and wife) or (Print Business Name) _____ (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) Astor Way 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 J Group J Parcel 0 0 1. 0 0

which property may be further referenced as property of record in Deed Book 2555, Page 360, 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 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.

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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 _____ day of _____, 20_____.

(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 _____

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 _____

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 _____

Tract 57

City of Franklin

Astor Way

Tax Map 63J Parcel 1

