

Right-of-Way

Easement

This instrument prepared by: MTE
 555 New Salem Highway, Murfreesboro, TN 37129
 _____ Employee Initials



Service Location # _____ Meter Set SO # _____ WO# 16461168

Grantor: CITY OF FAIRVIEW And/by _____

Select one of the following: unmarried married business entity

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Grantor, whether one or more, does hereby grant unto Middle Tennessee Electric Membership Corporation, a Tennessee not-for-profit corporation ("Grantee" or "MTE"), its affiliates, successors or assigns, a perpetual easement (the "Easement") that, except as may be otherwise indicated on Exhibit 1, if attached, shall be twenty feet (20') from the centerline (total of 40') for any overhead transmission and/or distribution line or system, including anchoring, and ten feet (10') from the centerline (total of 20') for any underground transmission and/or distribution line or system with the right to:

- install, construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system;
- inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as Grantee 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;
- cut, trim and control the growth by chemical means, machinery or otherwise of trees and shrubbery within the Easement, or any tree that may interfere with or threaten to endanger the operation and maintenance of said line or system;
- prohibit, prevent and restrict the planting and/or maintenance of any trees, shrubbery or vegetation not approved in writing by Grantee (except those trees that appear on MTE's approved standard planting guide) which approval may be withheld by Grantee 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;
- prohibit the planting of any trees, shrubbery or vegetation within 15' of a pole or pad-mounted equipment;
- keep the Easement clear of all buildings, structures or other obstructions;
- 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, for other utility or commercial purposes;
- install and maintain guy additions to overhead lines if any portion of the lines or system is placed underground;

over, across; and through the land owned by Grantor as further described below (the "Property");

County 094 - WILLIAMSON State of Tennessee Tax Map: 021 Group: _____ Parcel: 023.07

Address _____ NORTHWEST HIGHWAY FAIRVIEW 37062
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 9214, Page 108, Register's Office of the above-named county, and as may be further described according to Exhibit 1 attached hereto and incorporated herein by reference, if attached, together with the right of ingress and egress over adjacent lands of the Grantor, and Grantor's successors and assigns for the purposes of this Easement.

The Grantor agrees that all poles, wires, and other facilities, including any main service entrance equipment, installed in, upon or under the Property at Grantee's expense shall remain the property of the Grantee and removable at the option of the Grantee. The Grantor hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Grantee's use of this Easement as described herein. The grant and other provisions of this Easement shall run with the land for the benefit of the Grantee, its affiliates, successor and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 202____.

Print Name/Title of Authorized Signatory _____

Print Name/Title of Authorized Signatory _____

Legal Signature _____

Legal Signature _____

STATE OF _____

STATE OF _____

COUNTY OF _____

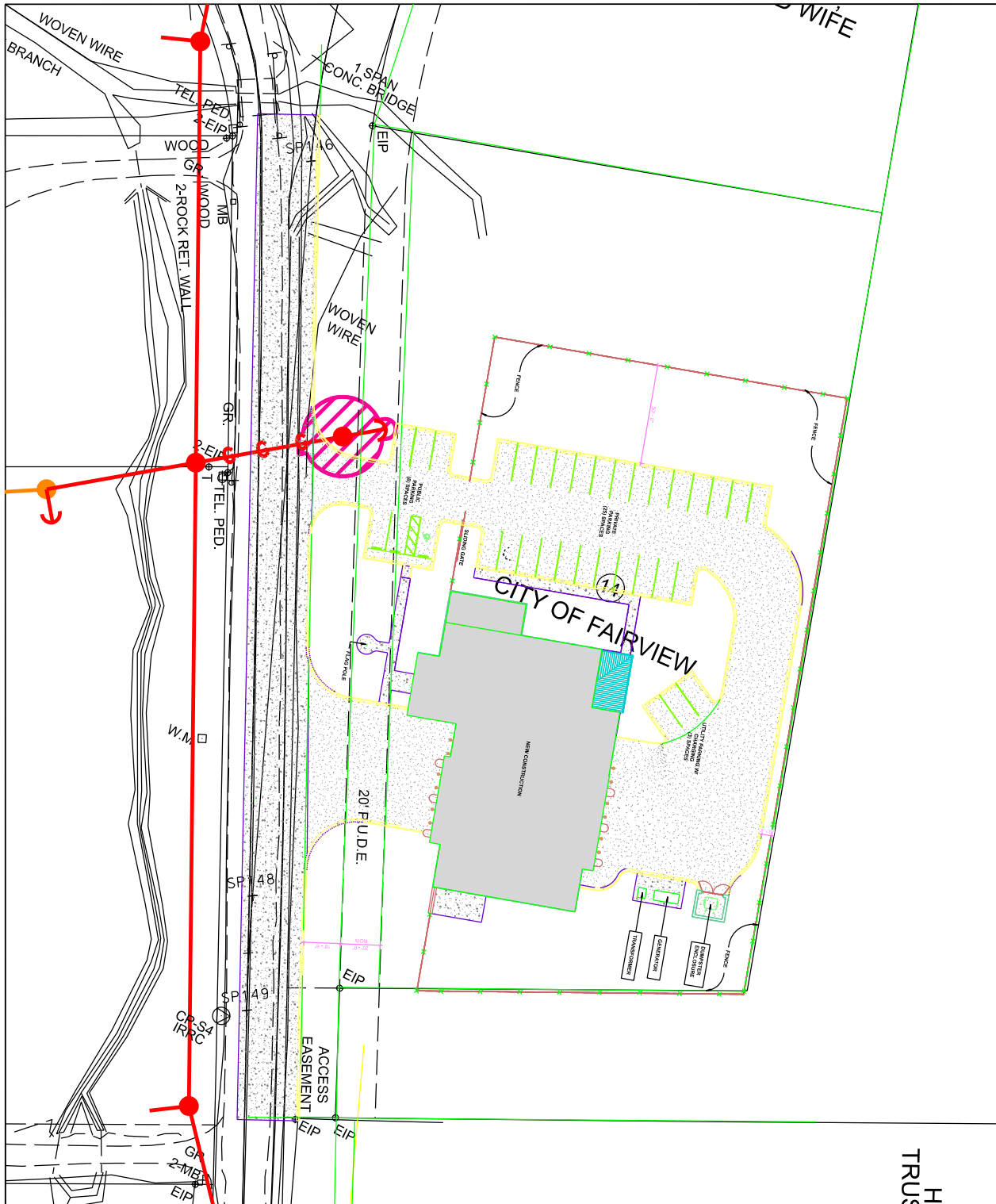
COUNTY OF _____

On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.






On the ____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature _____ My Commission Expires _____

Notary Signature _____ My Commission Expires _____



LEGEND

-  EXISTING ELECTRIC UTILITY
-  PROPOSED MTEC EASEMENT
-  PROPOSED ELECTRIC UTILITY
-  PROPOSED UTILITY POLE
-  EXISTING UTILITY POLE

Easement Notes:

1. MTE has the right to install and operate, on the Easement Tract, utility lines and related equipment for the utility service that MTE provides.
2. This Exhibit was prepared in accordance with existing field evidence and recorded information. It is not intended to be a Boundary Survey compliant with the minimum standard detail requirements of the State of Tennessee.

NOTE: PROPERTY LINES WERE COMPILED FROM TDOT DRAWINGS AND DO NOT REPRESENT AN ACTUAL BOUNDARY SURVEY OF AFFECTED PROPERTIES.

Middle Tennessee Electric

COUNTY OF: 094 - WILLIAMSON
 STATE OF: TENNESSEE
 COUNTY CODE: 094
 MAP NUMBER: 021 GROUP NO.: PARCEL NO.: 023.07
 DEED BOOK: 9214 PAGE: 108

EXHIBIT "1"
 (TRACT #14)
 Scale: N.T.S.