

**RESOLUTION 23-239**

**A RESOLUTION TO APPROVE A RIGHT-OF-WAY EASEMENT FOR MIDDLE  
TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR THE NEW POLICE  
DEPARTMENT HEADQUARTERS**

**WHEREAS**, construction of the new Police Department Headquarters, located at 1002 Hathaway Boulevard, is currently in process; and

**WHEREAS**, in order for electric service to be established, Middle Tennessee Electric Membership Corporation ("MTE") is requesting a Right-of-Way Easement instrument be granted for any overhead transmission and/or distribution line or system to include anchoring and ten feet from the centerline for any underground transmission and/or distribution line or system, as detailed in Exhibit A attached hereto; and

**WHEREAS**, there is no cost associated with this easement request.

**NOW, THEREFORE BE IT RESOLVED**, the City of Spring Hill Board of Mayor and Aldermen:

1. Approves the Right-of-Way Easement instrument to grant an easement to MTE for electric service to be established for the new Police Department Headquarters, as detailed in Exhibit A attached hereto.
2. Authorizes the Mayor to sign the Right-of-Way Easement instrument.

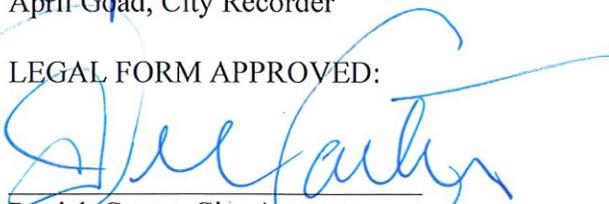
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 20<sup>th</sup> day of November, 2023.**

  
Jim Hagaman, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney

Right-of-Way  
Easement

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



Service Location # 6000469023 Meter Set SO # 16317575 WO# 16317575

Grantor: City of Spring Hill 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, 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 Maury State of Tennessee Tax Map: 027 Group: Parcel: 00408

Address 1002 Hathaway blvd Springhill 37174  
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book R2885, Page 1323, 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 20th day of November, 2023.

Jim Hagaman, Mayor  
Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

Legal Signature

STATE OF TN

STATE OF \_\_\_\_\_

COUNTY OF Maury

COUNTY OF \_\_\_\_\_

On the 20th day of November, 2023, 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

