



Prepared/Recorded by UCEMC

Work Order# 20175

RIGHT OF WAY EASEMENT

Development Blanket Easement? YES ☒ NO ☐ Name of Development: WindowCliff Village

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

Douglas Stewart

and/by

(unmarried) (husband and wife) or (Printed Business name) _____ (business

entity) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto Upper Cumberland Electric Membership Corporation, a cooperative corporation hereinafter "Cooperative", whose address is in Carthage, Tennessee, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Putnam, State of Tennessee, at(911 address) 679 B Baxter Rd Baxter TN 38544
House # Street/Road name City State Zip Code

Further described in County Tax Assessor's Tax Maps as

071 093 039.00 Further referenced in RB1155 102
County Code Map Group Parcel Deed Book & Page#

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 install, construct, reconstruct, rephrase, operate and maintain an electric transmission and/or distribution line or system and/or any other service permitted by law, 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 wires and anchors, hand holes, manholes, connection boxes, transformers and transformer enclosure; 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 restricted by UCEMC 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, junction box or pad mounted transformer; 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, other utility or commercial purposes, or for any other service permitted by law. The undersigned hereby expressly releases any claims, demands, actions, or causes of action for trespass related to the Cooperative's use of this Right of Way Easement as described herein.

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 UCEMC 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.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 18 day of June, 2020.(Print Name) DOUGLAS STEWART

(Legal Signature)

(Print Name)

(Legal Signature)

(Print Business Name)

Authorized Representative Print Name

Authorized Representative Title

Authorized Representative Legal Signature

STATE OF TENNESSEE COUNTY OF Putnam. On this 18 day of June, 2020. 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 Cockville, Tennessee, the day and year aforesaid.

Notary Public Kimberly H. Pate
My commission expires 03/21/2023

Revised October 1, 2019

True Copy Certification

I, Alice J Peek, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Alice J Peek
Signature

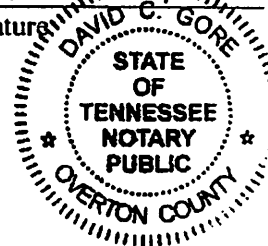
State of Tennessee

County of Putnam

Personally appeared before me, David Gore, a notary public for this county and state, Alice J Peek who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

David Gore
Notary's Signature

My Commission Expires: 11/20/2021
Notary' Seal (if on paper)



Harold Burris, Register
Putnam County
Rec #: 182786 Instrument #: 241978
Rec'd: 10.00 Recorded
State: 0.00 7/1/2020 at 10:50 AM
Clerk: 0.00 in Record Book
Other: 2.00 1211
Total: 12.00
Pages 325-326