RESOLUTION 46-2011

RESOLUTION APPROVING GRANT OF EASEMENT TO CITY OF MEMPHIS ACTING THROUGH MEMPHIS LIGHT GAS AND WATER DIVISION AND AUTHORIZING MAYOR TO EXECUTE AND DELIVER EASEMENT

WHEREAS, the City of Memphis, acting through Memphis Light, Gas and Water Division, has requested that the City of Millington grant the easement and right of way over the real property owned by the City of Millington and shown on the easement contract attached as Exhibit A to this Resolution to allow construction and operation of electric transmission or distribution lines; and

WHEREAS, the Board of Mayor and Aldermen have determined that it is in the best interest of the City of Millington and its citizens to grant said easement and right of way;

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Millington, Tennessee, that the grant by the City of the easement and right of way described on Exhibit A to this Resolution be, and the same hereby is, approved.

BE IT FURTHER RESOLVED that the Mayor be, and he hereby is, authorized to execute and deliver said easement contract on behalf of the City.

This Resolution is adopted as of the 5th day of December, 2011.

Richard L. Hodges, Mayor

Bruce Rasmussen, City Clerk
and Recorder

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EASEMENT CONTRACT

For and in consideration of the sum of One Dollar in hand paid to the undersigned, and other good and sufficient consideration, the receipt of which is hereby acknowledged, the undersigned do/does grant and convey unto the City of Memphis, acting through Memphis Light, Gas and Water Division, and unto its successors and assigns, an easement or right of way to construct, maintain and operate an electric transmission or distribution line or lines at or near the location and along the general course now located and staked out by the said Memphis Light, Gas & Water Division over, across, under and upon the following described lands belonging to the undersigned and situated in Shelby County, Tennessee, to-wit:

This easement is 8 feet wide across the unsold portion of a tract of land conveyed to the **City of Millington, a Tennessee Municipal Corporation** by deed of record as described in the Register's Office of Shelby County, Tennessee in the Register's Official Record Book under **Instrument Number S9 6255.**

The centerline of this easement is located as follows: Beginning at a point in the south line of the above described property, said point being located a distance of 35.9 feet east of the west line of said property as measured along the south line of said property; thence on a bearing of North 05 degrees 09 minutes 28 seconds West a distance of 99.62 feet to a point in the north line of said property; said point being located a distance of 16.7 feet east of the west line of said property as measured along the north line of said property.

Property located on the northwest corner of Wilkinsonville Road and United States Highway 51 North.

If, at any time the City of Memphis, acting through the Memphis Light, Gas and Water Division shall deem it expedient so to do, it may permit certain telecommunications carriers or their associated and allied companies, and /or their successors and assigns, to use the aforesaid poles or rights of way jointly with the City of Memphis, acting through the Memphis Light, Gas and Water Division, and certain telecommunications carriers, or their associated and allied companies and /or their successors and assigns, may be granted the right to construct, operate and maintain their lines of telephone and telegraph, and for general transmission of intelligence consisting of such wire, cables, fiber optic cable, telecommunication antennas, conduits, guys, anchors, and other fixtures and appurtenances as may from time to time be required across, under, over and upon the foregoing property, and the further right to trim or cut down all dead, weak and dangerous trees from time to time if such trees should be tall enough to fall into the line of such company.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of Memphis, its successors and assigns, together with the right of exercising all rights reasonably and properly incident to the rights hereby expressly granted. No swimming pool, building structure, sign nor material storage will be permitted.

And the undersigned do/does hereby warrant the above described easement and right unto the said grantee, its successors and assigns, against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

This 8th day of December 2011.

City of Millington, a Tennessee Municipal Corporation

Attest By: _____ By: _____

Title: City Clerk Title: Mayor

State of **Tennessee**
County of **Shelby**

Before me, Lorrie B. Leach, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Richard L. Hodges, with whom I am personally acquainted, and who upon oath acknowledged himself/herself to be the Mayor of the **City of Millington, a Tennessee Municipal Corporation,** the within named bargainor, of corporation, and that s/he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself/herself as Richard L. Hodges, and thereunto affixing the seal of said Corporation, all of which was duly attested by Bryce Rasmussen as City Clerk of said Corporation.

WITNESS my hand and Notarial seal, at 10:20 a.m. in the County aforesaid, this 8th day of December 2011.

LORRIE B. LEACH
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

_____
Notary Public

My Commission Expires
October 15, 2013

My Commission expires: _____

This Instrument has been Prepared by:
Memphis Light, Gas and Water Division
P.O. Box 430
Memphis, Tennessee 38101-0430
Phone: (901) 528-4186