

CITY OF MURFREESBORO PLANNING COMMISSION AGENDA

City Hall, 111 W. Vine Street, Council Chambers

JANUARY 7, 2026
6:00 PM

Ken Halliburton
Chair

- 1. Call to order.**
- 2. Determination of a quorum.**
- 3. Public Comments.**
- 4. Approve minutes of the December 17, 2025 Planning Commission regular meeting.**
- 5. Public Hearings and Recommendations to Council:**
 - a. Proposed amendment to the Zoning Ordinance [2025-803] related to maximum lot coverage requirements for single-family residential uses and pertaining to *Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios*, City of Murfreesboro Planning Department applicant. (Project Planner: Brad Barbee)**
 - b. Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to *Article 2, Section 25.2-26 (On-site permanent sign requirements)*, City of Murfreesboro Building and Codes Department applicant. (Sign Administrator: Teresa Stevens)**
- 6. Staff Reports and Other Business:**
 - a. Mandatory Referral [2025-718] to consider granting permission for a private retaining wall located in the City right-of-way of Bridgemore Boulevard, Phil Dodd on behalf of Shelton Square, LLC applicant. (Project Planner: Marc Shackelford-Rowell)**
 - b. Mandatory Referral [2025-720] to consider the dedication of electric easements on City-owned properties located along Barfield Road and Veterans Parkway, Middle Tennessee Electric applicant. (Project Planner: Marc Shackelford-Rowell)**
 - c. Consider amending the 2026 Planning Commission Meeting Calendar and the 2026 Plans Review Calendar to move the March 4th Planning Commission meeting to March 11th.**
- 7. Adjourn.**

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 17, 2025

1:00 PM

CITY HALL

MEMBERS PRESENT

Ken Halliburton, Chair
Jami Averwater, Vice-Chair
Tristan Carroll
Reggie Harris
Bryan Prince
Kelly G Rollins
Shawn Wright

STAFF PRESENT

Darren Gore, City Manager
Greg McKnight, Exec. Dir. Dev. Services
Ben Newman, Dir. of Land Mngt. & Planning
Matthew Blomeley, Assistant Planning Director
Holly Smyth, Principal Planner
Brad Barbee, Principal Planner
Stephen Anthony, Planner
Lee Holliman, Project Engineer
Carolyn Jaco, Recording Assistant
John Tully, Assistant City Attorney
Kevin Jones, Building & Codes Director
Teresa Stevens, Sign Administrator
Kendall Thirakul, Planning Intern

1. Call to order.

Chair Ken Halliburton called the meeting to order.

2. Determination of a quorum.

Chair Ken Halliburton determined that a quorum was present.

3. Public Comments.

Chair Ken Halliburton announced that no signed up to speak during the Public Comment portion of the agenda.

4. Approve minutes of the December 3, 2025 Planning Commission regular meeting and the December 3, 2025 Planning Commission/City Council Joint Conceptual Workshop.

Mr. Tristan Carroll made a motion to approve the minutes of the December 3, 2025 Planning Commission regular meeting and the December 3, 2025 Planning

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 17, 2025

Commission/City Council Joint Conceptual Workshop; the motion was seconded by Mr. Shawn Wright and carried in favored by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

5. Consent Agenda:

North Maple Street Townhomes [2025-2093] final plat for 1 lot and horizontal property regime plat for 3 residential units on 0.3 acres zoned RM-12 & CCO located along North Maple Street, MHW Investment Partners, LLC developer.

The Gardens of Three Rivers, Resubdivision of Lot 57 [2025-2094] final plat for 3 lots on 0.34 acres zoned PRD located along Audubon Lane, Patterson Company, LLC developer.

Alexander, Resubdivision of Lots 1 & 2 [2025-2099] final plat for 1 lot on 0.93 acres zoned H-I located along Middle Tennessee Boulevard, MTRS Properties, LLC developer.

Samsonite Development, 1st Resubdivision of Lot 9 & 2nd Resubdivision of Lot 3 [2025-2096] final plat for 2 lots on 16.16 acres zoned H-I located along Captain Joe Fulghum Drive, Swanson Developments, LP developer.

Farmhouse Downs, Section 1, Phase 4 [2025-2097] final plat for 24 lots on 13.01 acres zoned RM-16 and RS-A2 located along Risda Drive, Lennar Homes developer.

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UFC Gym – YMCA, Lot 4 [2025-3134] site plan review for a change or use and site work for a 31,931 ft2 health club zoned CH located along North Thompson Lane, Green Trails Triout Thompson Lane, LLC developer.

Rose Ridge, Resubdivision of Lot 8 [2025-1020] preliminary plat for 6 lots on 7.1 acres zoned RS-10 located along Scottish Drive and Roxburghe Court, Ben Defoor developer.

Rose Ridge, Resubdivision of Lot 8 [2025-2095] final plat for 6 lots on 7.1 acres zoned RS-10 located along Scottish Drive and Roxburghe Court, Ben Defoor developer.

Murfreesboro Medical Office Building Addition [2025-3003] site plan for a 1,200 ft2 building addition to a medical office building on 5.5 acres zoned PUD (Westlawn PUD) located along Blackman Road, Johnson Health-care Real Estate developer.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the Consent Agenda subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Tristan Carroll
 Reggie Harris
 Bryan Prince
 Kelly G Rollins
 Shawn Wright
 Ken Halliburton
Abstain: Jami Averwater
Nay: None

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6. GDO:

On Motion

Waterstone, Lot 5 [2025-3131 & 2025-6010] initial design review for a 40-bed, 54,000 ft2 hospital on 4.0 acres zoned MU and GDO-3 located along Kennedy Drive and Williams Drive, Lifepoint Acquisition developer. Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Aws Ahmed (design engineer) and Ms. Kristin Perry (project manager/architect) were in attendance representing the application. Ms. Kristin Perry explained the revised architectural elevations.

There being no further discussion, Ms. Jami Averwater made a motion to approve the initial design review subject to all staff comments; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

Toyota of Murfreesboro Repair Building [2025-3133 & 2025-6011] initial design review of a 7,500 ft2 motor vehicle repair facility accessory to motor vehicle sales use on 7.46 acres zoned PCD and GDO-1 located along Bill Smith Drive, TT of T

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 17, 2025

Murfreesboro, Inc. developer Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

The Planning Commission discussed the color of the parapet should be changed before the final design. In addition, the applicant agrees to raise the parapet wall around the entire building to better screen the large mechanical equipment.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the initial design review subject to all staff comments; the motion was seconded by Mr. Reggie Harris and carried in favor by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Ken Halliburton

Nay: None

(Mr. Shawn Wright stepped out of the room before the vote.)

Clari Park, Lots 16, 21, & 22 [2025-2098] final plat for 3 lots on 6.45 acres zoned CH and GDO-1 located along Willowoak Trail and Robert Rose Drive, Hines Clari Park Land Holdings, LLC developer Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

There being no further discussion, Mr. Tristan Carroll made a motion to approve the final plat subject to all staff comments; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

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Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Ken Halliburton

Nay: None

(Mr. Shawn Wright stepped out of the room before the vote.)

7. New Business

Proposed amendment to the Zoning Ordinance [2025-803] related to maximum lot coverage requirements for single-family residential uses and pertaining to Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, City of Murfreesboro Planning Department applicant. Mr. Brad Barbee presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

There being no further discussion, Mr. Shawn Wright made a motion to schedule a public hearing for January 7, 2026; the motion was seconded by Ms. Jami Averwater and carried in favor by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

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Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to Article 2, Section 25.2-26 (On-site permanent sign requirements), City of Murfreesboro Building and Codes Department applicant. Ms. Teresa Stevens presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

There being no further discussion, Mr. Bryan Prince made a motion to schedule a public hearing for January 7, 2026; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

Annexation petition and plan of services [2025-509] for approximately 93.6 acres located along Manchester Pike, including approximately 3,150 linear feet of Manchester Pike right-of-way, Jennifer Workman, James/Gail Lewis, and Kenneth/Sharon Wilson applicants. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

Mr. Chad Grass (project engineer) was in attendance representing the application.

MINUTES OF THE MURFREESBORO PLANNING COMMISSION DECEMBER 17, 2025

There being no further discussion, Mr. Shawn Wright made a motion to schedule a public hearing for February 4, 2026; the motion was seconded by Mr. Tristan Carroll and carried in favor by the following vote:

Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

Zoning application [2025-424] for approximately 87.7 acres located along Manchester Pike to be zoned PID (Manchester Pike Development PID) simultaneous with annexation, Scannell Properties applicant. Ms. Holly Smyth presented the Staff Comments regarding this item, a copy of which is maintained in the permanent files of the Planning Department and incorporated into these Minutes by reference.

The Planning Commissioners began discussing the proposal and requested additional screening be provided in between the proposed development and Manchester Pike. In addition, there was discussion about the future traffic signal at Manchester Pike and Elam Farms Parkway.

Mr. Chad Grass (project engineer) was in attendance representing the application. He stated that he would work on increasing the buffering as requested.

There being no further discussion, Mr. Shawn Wright made a motion to schedule a public hearing for February 4, 2026; the motion was seconded by Mr. Kelly G Rollins and carried in favor by the following vote:

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Aye: Jami Averwater

Tristan Carroll

Reggie Harris

Bryan Prince

Kelly G Rollins

Shawn Wright

Ken Halliburton

Nay: None

8. Staff Reports and Other Business.

Continuing education update.

Mr. Matthew Blomeley asked the Planning Commissioners who had not completed their continuing education hours to complete them before the end of the calendar year.

Monthly update from Director of Land Management and Planning.

Mr. Ben Newman provided updates on a variety of topics, including the Joint Conceptual Workshop, the Design Guidelines update, the Cherry Lane Corridor study, and the ongoing testing of the CityWorks software.

9. Adjourn.

There being no further business, the meeting adjourned at 1:55 p.m.

Chair

**MINUTES OF THE
MURFREESBORO PLANNING COMMISSION
DECEMBER 17, 2025**

Secretary

BN: cj

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: BRAD BARBEE**

5.a. Proposed amendment to the Zoning Ordinance [2025-803] related to maximum lot coverage requirements for single-family residential uses and pertaining to Chart 2: Minimum Lot Requirements, Minimum Yard Requirements, and Land Use Intensity Ratios, City of Murfreesboro Planning Department applicant.

The Planning Department proposes a text amendment to the Zoning Ordinance to increase the maximum allowable lot coverage for single-family residential lots in the following zoning districts:

- **RS-15 (Single Family Residential)**
- **RS-12 (Single Family Residential)**
- **RS-10 (Single Family Residential)**
- **RS-8 (Single Family Residential)**
- **RM-12 (Residential Multi-Family)**
- **RM-16 (Residential Multi-Family)**
- **CL (Local Commercial)**
- **CU (College and University).**

The amendment is intended to provide additional flexibility for developers and property owners, address evolving housing needs, adapt to the demands of the market, and facilitate reinvestment within established neighborhoods.

Background

Lot coverage regulations establish the maximum percentage of a lot that may be occupied by buildings or structures. Existing standards were adopted during periods of lower development intensity and do not reflect contemporary housing trends, the increased need for ground-floor living area, or the current policy emphasis on promoting diverse housing options.

In recent years, the City has received numerous inquiries and permit applications involving:

- New single-family detached homes that exceed maximum lot coverage requirements;
- larger single-story home expansions,

- expanded outdoor living areas,
- accessory structures, such as detached garages, pool houses, etc.
- redevelopment of small or irregularly-shaped lots,

Current lot coverage limits in the RS and RM residential districts, as well as the CL and CU districts, have constrained the ability of property owners to pursue these improvements.

Proposed Amendment

The proposed amendment would revise maximum lot coverage percentages as follows in the chart below.

Zone District	Minimum Lot Area	Current Coverage	Proposed Coverage	% Change
RS-15	15,000 sq ft	25%	35%	+10%
RS-12	12,000 sq ft	25%	35%	+10%
RS-10	10,000 sq ft	25%	40%	+15%
RS-8	8,000 sq ft	35%	40%	+5%
RM-12	7,500 sq ft	30%	40%	+10%
RM-16	6,000 sq ft	35%	50%	+15%
CL	7,500 sq ft	30%	40%	+10%
CU	10,000 sq ft	25%	35%	+10%

No changes are proposed to any other zoning requirements for any of these districts.

Justification

Addresses Housing Demand and Modern Living Patterns

Allowing greater lot coverage enables floor plans that align with current market expectations, particularly for single-story living, multi-generational households, desired accessory structures (such as detached garages and pool houses), and units designed for universal accessibility.

Supports Attainable Housing Goals

More flexible lot coverage limits help reduce design and development barriers, making small-scale residential infill development more feasible.

Encourages Infill and Redevelopment

RM-16, RM-12, CL and CU districts often contain legacy parcels with limited building envelopes. Increasing lot coverage allows for appropriate urban-scale infill that supports walkability and neighborhood-serving retail and services.

Maintains Neighborhood Character and Form

The proposal does **not** modify height or setback standards that govern the visual massing of development. As a result, the amendment provides flexibility without changing the scale or appearance of buildings from the street.

Infrastructure Impacts Remain Low

This amendment does not increase permitted density. Stormwater and impervious surface regulations remain unchanged, ensuring that drainage and downstream infrastructure are not adversely affected.

Aligns with Comprehensive Plan and Housing Objectives

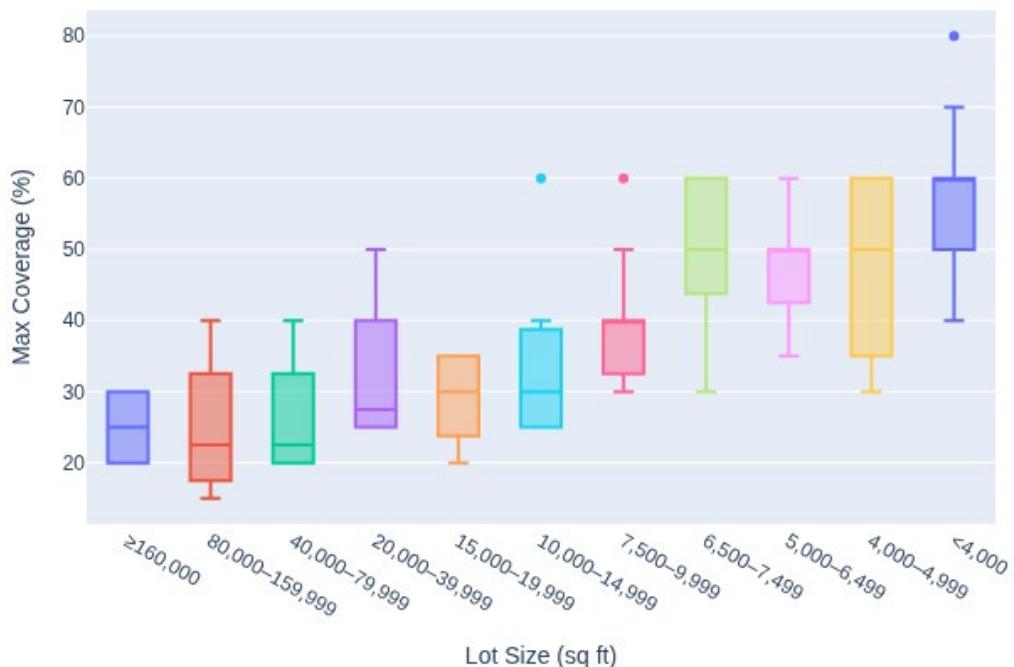
The Comprehensive Plan emphasizes the creation of diverse housing types, reinvestment in established neighborhoods, and compact urban development in commercial corridors. The proposed changes directly support these adopted goals.

Jurisdiction Data and Comparisons

Area lot coverage data was gathered by Planning Department Intern Kendall Thirakul from Nashville, Brentwood, Chattanooga, Knoxville, Huntsville, Montgomery, AL, and Augusta, GA.

The graph below represents the collected data from each city as a range by the square footage of the lots. As each jurisdiction has varying minimum lot sizes and districts, the lot ranges are created to capture the most similar lot comparisons.

Residential: Distribution of Maximum Building Coverage by Lot Size Bin



- Murfreesboro's **6,000 sf lots (50%)** align closely with norms of the studied peer cities (mean 52%).
- **8,000 sf lots (35%)** are **below the mean of the studied peer cities (46%)** and quartiles (Q1=40%, Q3=50%).
- **10,000 sf lots (25%)** are **well below peers (mean 38%, median 40%)**.
- **15,000 sf lots (25%)** are also **below peers (mean 35%, Q3=40%)**.
- **12,000 sf lots** have limited peer data (only one jurisdiction at 25%), but likely similar to 10,000–15,000 sf trends.

Planning Commission Action

The Planning Commission will need to conduct a public hearing for this request and formulate a recommendation for the City Council.

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-15 DISTRICT											
1. Dwellings and other uses permitted	15,000	75 ^[12]	40	12.5	30	35	2.9	none	none	none	25 35
RS-12 DISTRICT											
1. Dwellings and other uses permitted	12,000	70 ^[12]	35	10	25	35	3.63	none	none	none	25 35
RS-10 DISTRICT											
1. Dwellings and other uses permitted	10,000	65 ^[12]	35	10	25	35	4.4	none	none	none	25 40
RS-8 DISTRICT											
1. Dwellings and other uses permitted ^[28]	8,000	55 ^[12]	35 ^{[1][29]}	5	20	35	5.4	none	none	none	35 40
RS-6 DISTRICT											
1. Dwellings and other uses permitted ^[28]	6,000	50 ^[12]	35 ^{[1][29]}	5	20	35	7.2	none	none	none	50
RS-4 DISTRICT											
1. Dwellings and other uses permitted ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50
R-D DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	4,000	40 ^[12]	35 ^{[1][29]}	5	20	35	10.8	none	none	none	50
2. Two-family dwellings	6,500	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	4,000	27 ^[12]	35 ^[1]	5	25	35	10.9	none	none	none	none
RM-12 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	7,500	50 ^[12]	35 ^{[1][37]}	5	25	35	5.8	none	none	none	30 40
2. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
3. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,750	18 ^[12]	35 ^{[1][37]}	5	25	35	11.6	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[14]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[14]	none	none	FN	none
RM-16 DISTRICT											
1. Single-family detached dwellings and other uses permitted except ^[28]	6,000	50 ^[12]	35 ^{[1][37]}	5	25	35	7.3	none	none	none	35 50
2. Two-family dwellings	6,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	35
3. Three-family dwellings	9,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
4. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	5	25	35	14.5	none	none	none	30
5. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	3,000	18 ^[12]	35 ^{[1][37]}	5	25	35	14.5	none	none	none	none
6. Multiple-family dwellings and Single-family attached townhouse dwellings ^[30]	FN ^[9]	50 ^[12]	30 ^[1]	FN ^[3]	25	45 ^[11]	FN ^[9]	none	none	FN	none

	Minimum Lot Requirements		Minimum Yard Requirements ^{[5][17][25]}					Land Use Intensity Ratios			Maximum Lot Coverage (percent)
	Area (Sq. Ft.)	Width (Ft.)	Front ^[38] (Ft.)	Side (Ft.)	Rear (Ft.)	Maximum Height ^[16] (Ft.)	Maximum Gross Density ^[2] (D.U./Acre)	Maximum F.A.R.	Minimum L.S.R.	Minimum O.S.R.	
RS-A DISTRICT^[35]											
1. Single-family detached and single-family attached or detached with zero-lot line (max. 2 units attached) ^{[7][28][31]}	3,000	30 ^[12]	35 ^{[1][37]}	5	20	35	14.5	none	none	none	none
2. Single-family attached townhouse on one lot or individual lots (Suburban Type) ^{[30][32][33]}	2,000 ^[36]	20 ^[36]	35 ^[1]	5	20	35	12	1	0.5	0.25	none
3. Single-family attached townhouse on one lot or individual lots (Urban Type) ^{[30][32][33][34]}	2,000 ^[36]	20 ^[36]	20 ^{[1][34]}	5	20	45 ^[34]	12	1	none	none	none
4. Other uses permitted	6,000	30 ^[12]	30 ^[1]	10	20	35	none	none	none	none	35
R-MO DISTRICT											
1. Mobile homes	4,000	40 ^[12]	25 ^[1]	10	15	12	10.9	none	none	none	none
CM-R DISTRICT											
1. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
2. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	16	none	none	none	none
3. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	30	35 ^[1]	5	20	35	16	none	none	none	none
4. Single-family attached townhouse dwellings ^[30]	2,500	50 ^[12]	30 ^[1]	10	20	35	16 ^[9]	0.3	0.48	0.7	none
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25 ^[4]	35	11.6	none	none	none	30
6. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM DISTRICT											
1. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
CM-RS-8 DISTRICT											
1. Single-family detached	8,000	50 ^[12]	35 ^{[1][29]}	10	20	35	5.4	none	none	none	none
2. Medical offices, clinics, and other related uses	none	50 ^[12]	30 ^[1]	10	20	60	none	none	none	none	none
OG-R DISTRICT											
1. Offices and other uses except	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
2. Single-family detached	5,000	50 ^[12]	35 ^{[1][29]}	10	20	35	8.7	none	none	none	none
3. Two-family dwellings	5,000	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	none
4. Three-family dwellings	7,500	50 ^[12]	30 ^[1]	10	20	35	17.4	none	none	none	30
5. Four-family dwellings	12,000	50 ^[12]	30 ^[1]	10	20	35	14.5	none	none	none	30
6. Single-family attached or detached with zero lot line (max. 2 units attached) ^{[7][31]}	2,500	25 ^[12]	35 ^[1]	5	20	35	17.4	none	none	none	none
OG DISTRICT											
1. Offices and other uses	5,000	50 ^[12]	30 ^[1]	10	20	35	none	0.3	0.28	0.6	none
CL DISTRICT											
1. All commercial uses except	none	none ^[13]	42	10 ^[6]	20	35	none	none	none	none	none
2. Single-family detached dwellings ^[28]	7,500	50 ^[12]	35 ^{[1][29]}	5	25	35	5.8	none	none	none	30 40
3. Two-family dwellings	7,500	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
4. Three-family dwellings	11,250	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30
5. Four-family dwellings	15,000	50 ^[12]	30 ^[1]	5	25	35	11.6	none	none	none	30

Chart 2
Page 3 of 3

Draft Revisions Below in Red for the 12/17 /25 PC meeting

ORDINANCE 26-O-XX amending Murfreesboro City Code Appendix A, Zoning, Chart 2, modifying the maximum lot coverage percentages, City of Murfreesboro, applicant [2025-803].

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Appendix A, Chart 2, of the Murfreesboro City Code is hereby amended by modifying the maximum lot coverage percentages as follows:

	Maximum Lot Coverage (percent)
RS-15 DISTRICT 1. Dwellings and other uses permitted	35
RS-12 DISTRICT 1. Dwellings and other uses permitted	35
RS-10 DISTRICT 1. Dwellings and other uses permitted	40
RS-8 DISTRICT 1. Dwellings and other uses permitted ^[28]	40
RM-12 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	40
RM-16 DISTRICT 1. Single-family detached dwellings and other uses permitted except ^[28]	50
CL DISTRICT 2. Single-family detached dwellings ^[28]	40
CU DISTRICT 1. Single-family detached	35

SECTION 2. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Adam F. Tucker
City Attorney

SEAL

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
SIGN ADMINISTRATOR: TERESA STEVENS**

5.b. Proposed amendment to the Sign Ordinance [2025-804] related to “permanent ground-mounted large flag signs” and pertaining to *Article 2, Section 25.2-26 (On-site permanent sign requirements)*, City of Murfreesboro Building and Codes Department applicant.

The Building & Codes Department proposes an amendment to the Sign Ordinance to allow ground-mounted large flag signs on lots of 20 acres or more.

On-Site Permanent Signs, Section 25.2-26

- This ordinance amendment will only affect lots of 20 acres or more in H-I (Heavy Industrial), L-I (Light Industrial), & P (Park) zones.
- One ground-mounted large flag sign per lot. Shall not count toward the total number of wall or ground mounted flag signs otherwise permitted for the subject lot and zoning district under the provisions of this chapter.
- Ground-mounted large flag signs shall not exceed 4,000 square-feet.
- The setback shall be 200 feet from all property boundaries and overhead utility lines.
- Fall zone must be entirely within the boundaries of the property on which it's located.
- The maximum height of the flagpole shall be 150 feet.
- The large ground mounted flag sign may have indirect illumination and shall not glare directly into any building on any other property.

Action Needed:

The Planning Commission will need to conduct a public hearing on this matter, after which it will need to discuss and then formulate a recommendation to the City Council.

ORDINANCE 26-O-06 amending Murfreesboro City Code, Chapter 25.2—Signs, Section 25.2-26, dealing with regulation of flags and flagpoles; City of Murfreesboro Building and Codes Department, applicant [2025-804].

WHEREAS, the Mayor and Council of the City of Murfreesboro (“City Council”) are charged with the protection of the public health, safety, and welfare of the citizens of the City of Murfreesboro; and

WHEREAS, the City has determined that regulation of flags and flagpoles are necessary to protect the health, safety, and welfare of the public, and to promote the public interest by regulating the areas and methods of operation.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURFREESBORO, TENNESSEE, AS FOLLOWS:

SECTION 1. Chapter 25.2, Signs, Section 25.2-26, On-site permanent sign requirements, of the Murfreesboro City Code is hereby amended at subsection (C) Permitted signs, by adding a new subsection (C)(11) as follows:

(11) SIGNS PERMITTED IN H-I, L-I, and P ZONING DISTRICTS:

(a) For a lot of 20 acres or more.

[1] Type – Permanent ground-mounted large flag signs:

Category – Commercial, Industrial, and Park only.

Number – One per lot. Shall not count toward the total number of wall or ground mounted flag signs otherwise permitted for the subject lot and zoning district under the provisions of this chapter.

Size – 4000 sq ft maximum. A large flag sign shall be no longer than 1/3 of the height of the flagpole as measured along its width, the edge of the large flag sign attached to the flagpole. A large flag sign may not exceed 80 feet in length.

Setback – 200 ft from all property boundaries and above ground utility lines. Fall zone must be entirely within the boundaries of the property.

Height – 150 ft maximum

Illumination – Indirect only. Must not direct glare into any building on any other property.

Neither the large flag sign, flagpole, or other support structure may extend over a public ROW.

Neither the large flag sign, flagpole, or other support structure may extend over an adjoining property line.

SECTION 2. It is the intention of the City Council and it is hereby ordained by the authority of the City Council that the provisions of this Ordinance shall become and be made a part of The Code of the City of Murfreesboro, Tennessee, and

the codifier is authorized to make the specified deletions, insertions, additions, and to insert headings, article numbers and section numbers as and where appropriate.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any section, subsection, provisions, or clause of any part of this Ordinance shall be declared invalid or unconstitutional, or, if the provisions of any part of this Ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Ordinance not so held to be invalid, or the application of this Ordinance to other circumstances not so held to be invalid. It is hereby declared as the intent of the City Council that this Ordinance would have been adopted in its current form without the invalid or unconstitutional provision contained therein.

SECTION 5. That this Ordinance shall take effect fifteen (15) days after its passage upon second and final reading, the public welfare and the welfare of the City requiring it.

Passed:

Shane McFarland, Mayor

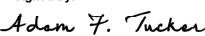
1st reading _____

2nd reading _____

ATTEST:

APPROVED AS TO FORM:

Erin Tucker
City Recorder

Signed by:

Adam F. Tucker
City Attorney

SEAL

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL**

6. a. Mandatory Referral [2025-718] to consider granting permission for a private retaining wall located in the City right-of-way of Bridgemore Boulevard, Phil Dodd on behalf of Shelton Square, LLC applicant.

In this mandatory referral, the Planning Commission is being asked to consider granting permission for a private retaining wall located in the City right-of-way (ROW) of Bridgemore Boulevard, in front of 5161 and 5165 Bridgemore Boulevard. The retaining wall in question was installed by the developer and builder without permission or approval from the City. However, according to the applicant, it was necessary to accommodate the utilities. The City Engineer and Legal Department do not object to the retaining wall remaining in the City ROW, provided that the HOA and the property owner(s) enter into a license agreement with the City taking responsibility for the maintenance of the retaining wall and indemnifying the City from any claims regarding it.

An exhibit showing the location of the retaining wall is included in the agenda materials, as well as a letter accepting liability from the HOA and a copy of the draft license agreement. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

1. The applicable property owner(s) and the HOA shall enter into a license agreement with the City for the maintenance of the retaining wall and for the indemnification of the City. This license agreement shall be subject to the review and approval of the City Legal Department.
2. The applicant shall be responsible for drafting and recording a supplemental declaration to the CCRs, calling out the retaining wall in question as a common element. The supplemental declaration shall be subject to the final review and approval of the City Legal Department.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, INCLUDING abandonment of right-of-way..... \$350.00
Mandatory Referral, NOT INCLUDING abandonment of right-of-way..... \$150.00

Property Information:

Tax Map/Group/Parcel: 078CA 037.00 | Address (if applicable): 5165 Bridgemore Blvd

Street Name (if abandonment of ROW):

Type of Mandatory Referral: Retaining wall in Row to be maintained by HOA

Applicant Information:

Name of Applicant: Phil Dodd

Company Name (if applicable): Shelton Square, LLC

Street Address or PO Box: 8119 Isabella Lane, Suite 101

City: Brentwood

State: TN | Zip Code: 37027

Email Address: [REDACTED]

Phone Number: 615-207-8609 | 2025-718

CK# 3449
Receipt 379001

Required Attachments:

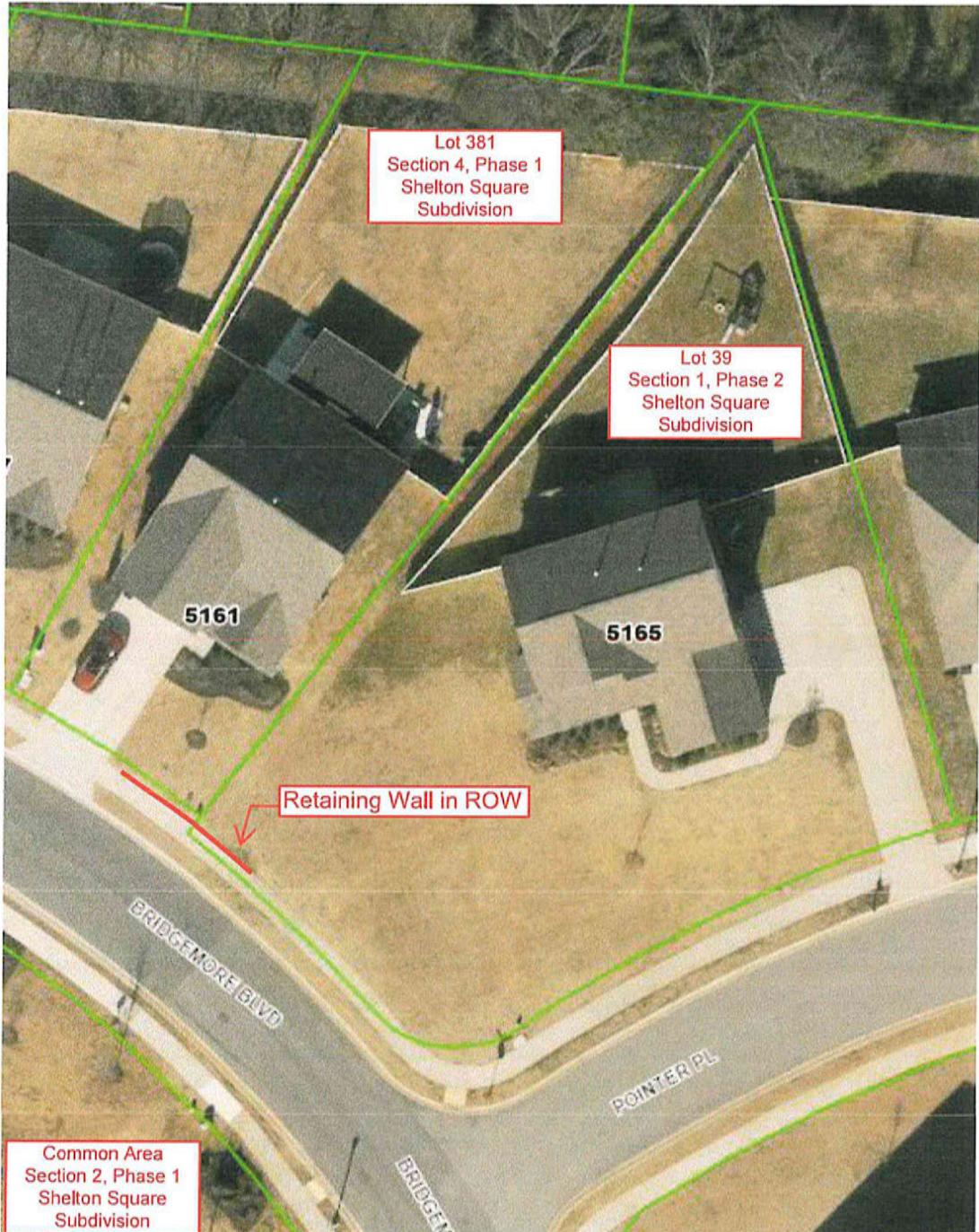
- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)

Phil Dodd

Applicant Signature

12/3/25

Date



November 1, 2024
City of Murfreesboro

Subject: Acceptance of Liability and Maintenance for Wall Accommodating Utilities on Lot

Dear City Codes,

On behalf of the Shelton Square Homeowners Association, I am writing to formally acknowledge and accept responsibility for the maintenance and liability associated with the wall constructed by 360 Development and the builder to accommodate utilities on 5161 and 5165 Bridgemoore Blvd.

The HOA understands that this structure was designed with input from both the builder and utility companies to meet necessary utility requirements on the property. Moving forward, the HOA accepts all responsibilities associated with the upkeep, repair, and any necessary improvements to this wall to ensure it remains in compliance with local regulations and safe for public use. Additionally, we confirm that the HOA will be liable for any incidents or claims related to the wall and its condition.

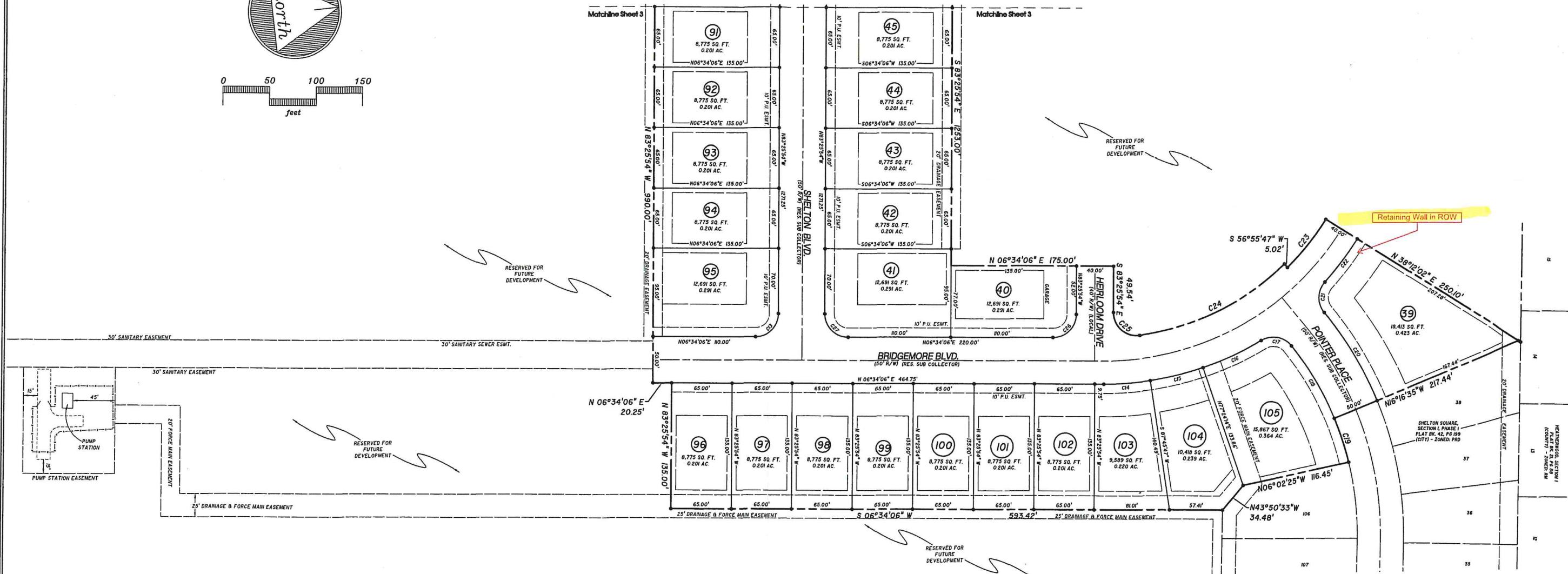
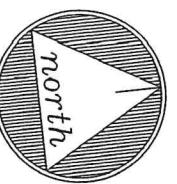
Please feel free to reach out if further documentation or clarification is required. Thank you for your cooperation and understanding in this matter.

Sincerely,

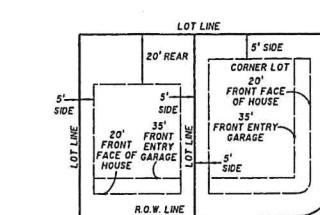
Lyndsey Helstern
Community Manager
[REDACTED]

(615) 295-2317
2146 N. Thompson Lane, Suite B
Murfreesboro, TN 37129
Office Visits by Appointment Only

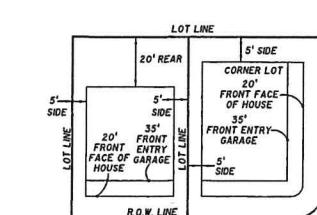




Curve	Delta	Radius	Arc Len	Theta	CD0	CD1	CD2
C1	88°32'35"	35.00	38.63°	N 16°55'55"	4°30'		
C2	88°32'58"	54.00	174.82°	N 73°55'03"	174.05°		
C3	80°47'43"	46.00	166.97°	N 75°02'16"	166.00°		
C4	54°00'00"	37.00	34.87°	S 67°34'03"	33.60°		
C5	54°00'00"	37.00	34.87°	S 67°34'03"	33.60°		
C6	50°10'27"	37.00	32.40°	S 64°05'23"	31.08°		
C7	18°20'08"	40.00	8.62°	N 03°16'13"	8.60°		
C8	30°08'55"	50.00	26.37°	N 33°32'00"	26.00°		
C9	33°18'53"	50.00	31.03°	N 37°59'48"	30.89°		
C10	34°18'53"	50.00	31.03°	N 37°59'48"	30.89°		
C11	84°08'59"	40.00	8.67°	N 75°53'17"	8.55°		
C12	4°40'51"	47.00	36.00°	S 65°36'09"	35.99°		
C13	90°00'00"	25.00	39.27°	S 38°25'54"	35.36°		
C14	84°45'00"	32.50	49.92°	N 62°09'37"	49.90°		
C15	12°15'25"	35.00	49.92°	N 62°09'37"	49.90°		
C16	12°15'25"	35.00	69.53°	N 62°43'59"	69.59°		
C17	82°30'42"	25.00	56.00°	N 16°23'56"	32.97°		
C18	16°04'22"	325.00	91.17°	N 65°41'44"	90.87°		
C19	84°45'55"	325.00	49.65°	N 76°06'02"	49.61°		
C20	12°15'25"	325.00	49.65°	N 76°06'02"	49.61°		
C21	81°05'09"	25.00	35.71°	N 62°19'40"	32.75°		
C22	10°53'47"	320.00	58.06°	N 46°36'04"	57.98°		
C23	13°56'24"	200.00	66.49°	S 54°59'46"	66.34°		
C24	13°56'24"	200.00	67.50°	S 54°59'46"	67.44°		
C25	12°15'25"	275.00	176.65°	S 39°25'00"	173.64°		
C26	12°15'25"	275.00	42.47°	S 39°25'00"	42.47°		
C27	90°00'00"	25.00	39.27°	S 59°15'54"	35.36°		
C28	3°54'54"	26.61°	18.00°	N 61°74'49"	17.99°		
C29	0°01'53"	120.00	23.91°	N 65°26'50"	23.67°		
C30	12°15'25"	25.00	39.27°	S 59°15'54"	35.36°		
C31	35°47'06"	50.00	29.63°	N 54°29'40"	29.20°		
C32	29°44'40"	92.50	47.72°	N 52°08'27"	46.70°		
C33	30°08'55"	50.00	26.3°	N 55°41'59"	26.01°		
C34	12°15'25"	40.00	6.62°	N 23°29'50"	6.60°		
C35	30°08'55"	50.00	26.3°	N 55°41'59"	26.01°		
C36	30°08'55"	50.00	26.3°	S 37°33'00"	26.01°		
C37	15°05'00"	92.50°	21.00°	N 46°06'22"	20.96°		
C38	46°29'55"	50.00°	42.32°	N 56°00'53"	41.07°		
C39	3°22'25"	54.00°	30.22°	S 63°49'45"	30.00°		
C40	12°15'25"	50.00	39.27°	S 59°15'54"	35.36°		
C41	4°44'42"	54.00	40.00°	S 75°57'50"	40.00°		
C42	2°07'25"	54.00	20.00°	S 72°40'59"	20.00°		
C43	92°44'43"	20.10	32.42°	S 34°41'59"	29.02°		
C44	64°54'14"	54.00	65.70°	S 68°07'47"	65.66°		
C45	12°15'25"	50.00	39.27°	S 59°15'54"	35.36°		
C46	10°42'23"	455.67	64.95°	S 75°57'50"	64.95°		
C47	8°7'20"	25.00	38.05°	N 53°22'10"	34.48°		
C48	5°10'43"	141.53°	129.29°	N 12°24'24"	129.24°		
C49	13°37'09"	140.13	257.27°	N 09°30'05"	256.91°		



MINIMUM 6,000 SQ. FT. LOTS:
MINIMUM BUILDING SETBACK DE
LOTS: 39 - 40, 101 - 105



MINIMUM 8,000 SQ. FT. LOTS:
MINIMUM BUILDING SETBACK DET
LOTS: 41 - 61, 76 - 100

LEGEND

A circular seal of the Tennessee State Auditor. The outer ring contains the text "THE STATE OF TENNESSEE" at the top and "THE STATE AUDITOR" at the bottom. The inner circle features a central figure of a person standing on a pedestal, with the word "CONSTITUTION" written across the base. The date "1796" is at the bottom of the inner circle. The entire seal is overlaid with a large, handwritten signature in black ink.

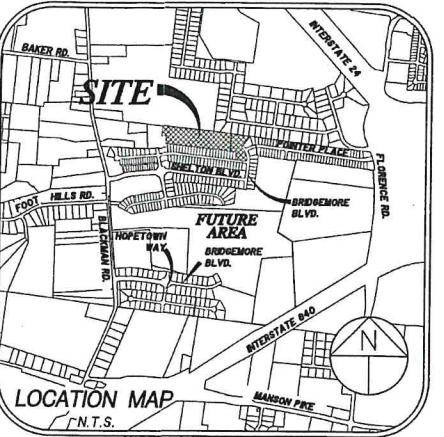
FINAL PLATE

**SECTION ONE, PHASE TWO
SHELTON SQUARE
SUBDIVISION**

CITY OF MURFREESBORO, TENNESSEE
11th CIVIL DISTRICT OF RUTHERFORD COUNTY

I hereby certify that this plat has been
reviewed and payment received for the
Rutherford County Development Tax.

SEC, Inc. **SITE ENGINEERING CONSULTANTS**
ENGINEERING • SURVEYING • LAND PLANNING
LANDSCAPE ARCHITECTURE
850 MIDDLE TENNESSEE BLVD • MURFREESBORO, TENNESSEE 37129
PHONE (615) 890-7901 • FAX (615) 895-2567



CERTIFICATE OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN ON THIS PLAT. I (WE) HEREBY ACCEPT THE PLAN OF SUBDIVISION WITH MY (OUR) SIGNATURES, ESTABLISH THE MARKERS AND DESTROY LINES AND DEDICATE ALL STREETS, ALLEYS, WALKS, UTILITIES THEREIN, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

5-26-2021 *Bob Parks*

DATE: RECORD BOOK 1502, PAGE 1210
MAP 7L PARCELS 4104

RECORD BOOK 1502, PAGE 1241
MAP 7L PARCELS 4100

MAP TIN, GROUP "D", PARCEL 100

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THIS IS A CATEGORY I SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS 1:10,000 OR GREATER AS SHOWN HEREON. I ALSO CERTIFY THAT THE MONUMENTS HAVE BEEN, OR WILL BE, PLACED AS SHOWN TO THE SPECIFICATIONS OF THE CITY ENGINEER.

SEC. INC. 5-24-21 *David A. Parker*

DATE: REGISTERED SURVEYOR

TENN. R.L.S. No. 2381

MAP 7L PARCEL 27
WILLIAM ANDREW BUCKINGHAM, JR.
RECORD BOOK 1273, PAGE 210
ZONED: RM(COUNTY)

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DESIGN CRITERIA FOR SEWAGE SYSTEMS AND STORMWATER MANAGEMENT, OR (2) THAT THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (3) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN DULY PLACED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO SECURE COMPLETION OF SAME.

DATE: 5-28-2021 *Jan Fox*

CONSOLIDATED UTILITY DISTRICT
OF RUTHERFORD COUNTY OFFICIAL

MAP TIN, GROUP "D", PARCEL 100

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT: (1) THE WATER LINES AND APPURTENANCES FOR THE WATER SYSTEM OF THE SUBDIVISION SHOWN HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY CODES AND SPECIFICATIONS AND REQUIREMENTS OF THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION, DESIGN CRITERIA FOR SEWAGE SYSTEMS AND STORMWATER MANAGEMENT, OR (2) THAT THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION COMMUNITY PUBLIC WATER SYSTEMS DESIGN CRITERIA, OR (3) THAT A SURETY FOR THESE IMPROVEMENTS HAS BEEN DULY PLACED WITH THE CONSOLIDATED UTILITY DISTRICT OF RUTHERFORD COUNTY TO SECURE COMPLETION OF SAME.

DATE: 5-27-2021 *Chris Colarado*

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP. OFFICIAL

MAP TIN, GROUP "D", PARCEL 100

CERTIFICATE OF APPROVAL OF ELECTRIC POWER

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF MURFREESBORO, TENNESSEE. THE PLAT IS APPROVED AND IS NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE RUTHERFORD COUNTY REGISTER OF DEEDS PROVIDED THAT IT IS SO RECORDED WITHIN ONE YEAR OF THIS DATE.

DATE: 6-22-2021 *Mark D. Parker*

PLANNING COMMISSION SECRETARY

MAP TIN, GROUP "D", PARCEL 100

**Prepared by and to be
Returned to after recording to:**

John Tully, Assistant City Attorney
City of Murfreesboro, Legal Department
111 West Vine Street
Murfreesboro TN 37130

To Become Part of
Tax Map 071N Group E Parcel 028.00

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

The **CITY OF MURFREESBORO**, a municipal corporation located in Rutherford County, Tennessee ("City"), and **JOHN WILSON and wife, SARAH WILSON and SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns (hereinafter referred to collectively as "Owner") agree as follows:

RECITALS

A. Owner owns the common elements at the property commonly known as 5161 Bridgemore Boulevard, Murfreesboro, Tennessee, (hereinafter referred to as the "Property") in the City of Murfreesboro, Tennessee. Owner has on its property a retaining wall (the "Improvements"), all of which are or will be, in whole or in part, over, within, and/or directly adjacent to pre-existing right-of-way easement, as shown on Exhibit A, attached hereto.

B. Owner desires to maintain the Improvements for the benefit of the Property within the City-owned right-of-way for 5161 Bridgemore Boulevard and for the Shelton Square Subdivision, which Improvements may also be within water, sanitary sewer, drainage, and utility easements which have been or will be created (all such right-of-way and easements together and separately, as applicable, the "ROW").

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the parties hereto agree as follows:

1. City consents to the maintenance of the Improvements within the ROW. The City makes no representation or warranty regarding lateral support for any structure or improvement installed adjacent to the right-of-way easement in which excavation may be necessary in the future.
2. Owner agrees that City shall have the right to limit or totally withdraw its permission to maintain the Improvements within the ROW if the City determines that such is reasonably

necessary for the preservation or protection of the health, safety or welfare of the residents or guests of the City or for the protection or preservation of City property, utilities or infrastructure.

3. City reserves the right for it or its authorized contractor, at any time, to perform work deemed necessary or appropriate by City within the ROW, specifically including work on any utilities, and City shall have no liability to Owner for any damage to the Improvements by reason of such work. Owner hereby releases the City from any and all loss, cost, damage, or liability of any kind or character, including without limitation, the City's reasonable attorney fees, resulting from any damage that may occur to the Improvements by, during, or in the course of any repairs to, maintenance or upsizing of, or other access to the right-of-way that is reasonably necessary in the sole opinion of the City. Provided, however, City shall reasonably cooperate with Owner to minimize damage to the Improvements resulting from such work and shall use reasonable efforts to minimize any such damage.

4. Owner shall defend, indemnify and hold City harmless from any liability to any person or entity arising out of or relating to the Improvements, except for liability resulting from City's own negligence or intentional actions. Owner shall maintain insurance against third party claims that may be covered by this defense, indemnity and hold harmless.

5. Owner shall comply with all City codes and ordinances regarding use of City ROW in maintenance of the Improvements, including the obtaining of all necessary permits.

6. This License Agreement shall be for an initial term of 15 years from the date hereof, and shall be automatically renewed for successive terms of 15 years each unless either party, in its sole option and discretion, gives written notice to the other party within the final six months of this License Agreement, that it is electing not to renew this License Agreement. Owner shall be obligated to remove the Improvements upon the termination of this License Agreement.

7. This License Agreement shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for any litigation arising hereunder shall be in the Circuit Court for Rutherford County, Tennessee. In the event of any such litigation, the prevailing party shall recover, in addition to any other legal or equitable relief granted by the Court, reasonable attorney fees and all costs of court including but not limited to discovery, witness and expert fees.

8. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by reputable overnight courier, or sent by certified mail - return receipt requested addressed, if to Owner, as follows:

To City:

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: City Attorney
ATucker@Murfreesborotn.gov

To Owner:

John Wilson and Sarah Wilson
5161 Bridgemore Boulevard

Murfreesboro TN 37129

With a Copy to:

Shelton Square Homeowners' Association Inc.
c/o Property Solutions of Middle Tennessee, LLC
Registered Agent
2146 N. Thompson Lane, Suite B
Murfreesboro TN 37129-6025

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection) or three (3) business days after being mailed, by certified mail, postage pre-paid to the above addresses.

9. Owner represents that the Improvements have been or will be incorporated into the common area of Shelton Square and will be maintained pursuant to the Covenants, Conditions, and Restrictions of the Shelton Square subdivision.

10. Owner, for itself and any successors or assigns, agrees that if the Improvements in the City-owned ROW is not maintained to City standards, or otherwise becomes or appears to the City Engineer to be a danger to public health, safety and welfare, and if such condition is not properly remedied within five (5) days of written notice delivered to Owner and Owner's successor or assign, if any, that City may then take all such steps as it deems appropriate, including but not limited to the removal of all of the Improvements. If the City deems it necessary to take action pursuant to this Section 9, it will send an invoice for labor, equipment and materials expended, plus an amount equal to 50% of the total labor, equipment and materials expended for administrative costs, to Owner and Owner's successor or assign, if any. Any such Invoice shall be paid within 30 days of the date of the invoice.

11. This License Agreement shall inure to the benefit of and be binding on the successors and assigns of Owner and City, and shall run with the land. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

12. This License Agreement shall not be effective until approved by the Murfreesboro Planning Commission.

13. **FREEDOM MORTGAGE CORPORATION**, ("Creditor") is the holder of a promissory note dated **12/28/2021** in the total principal sum of **\$394,313.00** secured by a Deed of Trust of record at **Record Book 2192, Page 2952**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this License Agreement for the purpose of subordinating the lien of said Deed of Trust to this License Agreement in favor of the City; provided, however, that (i) in no event shall Creditor have any obligation to indemnify, defend, or hold harmless any party (including City) whether prior or subsequent to any foreclosure of said Deed of Trust, and (ii) shall not otherwise be affected hereby and shall continue in full force and effect as before the execution and recording hereof, subject only to said License Agreement.

IN WITNESS WHEREOF, City and Owner have set forth their hands and seals below as of the date as of the date of the last party to sign.

JOHN WILSON

SARAH WILSON

STATE OF _____)
COUNTY OF _____) : ss

Personally appeared before me, the undersigned notary public, **JOHN WILSON and wife, SARAH WILSON**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.

BY: _____

ITS: _____

STATE OF _____) : ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a member or other officer authorized to execute the instrument on behalf of **SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, and that such person as such member or officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

CREDITOR:

FREEDOM MORTGAGE CORPORATION

By: _____

Its: _____

STATE OF _____)
: ss
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person to be the president or other officer of **FREEDOM MORTGAGE CORPORATION**, authorized to execute the instrument, and that such person, as such president or other officer, executed the within instrument for the purposes therein contained by personally signing in such person's capacity as such officer.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

CITY:

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, Mayor

Date _____

ATTEST: _____
ERIN TUCKER, Recorder

APPROVED AS TO FORM:

By: _____
ADAM TUCKER, City Attorney

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **ERIN TUCKER**, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who, upon their oath acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, and that they as such Mayor and City Recorder, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained, by signing thereto the name of said City, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

Witness my hand and seal, at Office, this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

EXHIBIT A

Depiction of the Property

DRAFT

Prepared by:

John Tully, Assistant City Attorney
City of Murfreesboro, Legal Department
111 West Vine Street
Murfreesboro TN 37130

To Become Part of
Tax Map 078C Group A Parcel 037.00

LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

The **CITY OF MURFREESBORO**, a municipal corporation located in Rutherford County, Tennessee ("City"), and **CHRISTOPHER SCOTT WILSON and wife, CHRISTY WILSON and SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns (hereinafter referred to collectively as "Owner") agree as follows:

RECITALS

A. Owner owns the common elements at the property commonly known as 5165 Bridgemore Boulevard, Murfreesboro, Tennessee, (hereinafter referred to as the "Property") in the City of Murfreesboro, Tennessee. Owner has on its property a retaining wall (the "Improvements"), all of which are or will be, in whole or in part, over, within, and/or directly adjacent to pre-existing right-of-way easement, as shown on Exhibit A, attached hereto.

B. Owner desires to maintain the Improvements for the benefit of the Property within the City-owned right-of-way for 5165 Bridgemore Boulevard and for the Shelton Square Subdivision, which Improvements may also be within water, sanitary sewer, drainage, and utility easements which have been or will be created (all such right-of-way and easements together and separately, as applicable, the "ROW").

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises made herein, the mutual benefits to be derived herefrom, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged and confirmed, the parties hereto agree as follows:

1. City consents to the maintenance of the Improvements within the ROW. The City makes no representation or warranty regarding lateral support for any structure or improvement installed adjacent to the right-of-way easement in which excavation may be necessary in the future.
2. Owner agrees that City shall have the right to limit or totally withdraw its permission to maintain the Improvements within the ROW if the City determines that such is reasonably

necessary for the preservation or protection of the health, safety or welfare of the residents or guests of the City or for the protection or preservation of City property, utilities or infrastructure.

3. City reserves the right for it or its authorized contractor, at any time, to perform work deemed necessary or appropriate by City within the ROW, specifically including work on any utilities, and City shall have no liability to Owner for any damage to the Improvements by reason of such work. Owner hereby releases the City from any and all loss, cost, damage, or liability of any kind or character, including without limitation, the City's reasonable attorney fees, resulting from any damage that may occur to the Improvements by, during, or in the course of any repairs to, maintenance or upsizing of, or other access to the right-of-way that is reasonably necessary in the sole opinion of the City. Provided, however, City shall reasonably cooperate with Owner to minimize damage to the Improvements resulting from such work and shall use reasonable efforts to minimize any such damage.

4. Owner shall defend, indemnify and hold City harmless from any liability to any person or entity arising out of or relating to the Improvements, except for liability resulting from City's own negligence or intentional actions. Owner shall maintain insurance against third party claims that may be covered by this defense, indemnity and hold harmless.

5. Owner shall comply with all City codes and ordinances regarding use of City ROW in maintenance of the Improvements, including the obtaining of all necessary permits.

6. This License Agreement shall be for an initial term of 15 years from the date hereof, and shall be automatically renewed for successive terms of 15 years each unless either party, in its sole option and discretion, gives written notice to the other party within the final six months of this License Agreement, that it is electing not to renew this License Agreement. Owner shall be obligated to remove the Improvements upon the termination of this License Agreement.

7. This License Agreement shall be governed by the laws of the State of Tennessee, and jurisdiction and venue for any litigation arising hereunder shall be in the Circuit Court for Rutherford County, Tennessee. In the event of any such litigation, the prevailing party shall recover, in addition to any other legal or equitable relief granted by the Court, reasonable attorney fees and all costs of court including but not limited to discovery, witness and expert fees.

8. Any notice or demand which either party may or must give to the other hereunder shall be in writing and delivered personally, by reputable overnight courier, or sent by certified mail - return receipt requested addressed, if to Owner, as follows:

To City:

City of Murfreesboro
111 West Vine Street
Murfreesboro, Tennessee 37130
Attn: City Attorney
ATucker@Murfreesborotn.gov

To Owner:

Christopher and Christy Wilson
5165 Bridgemore Boulevard

Murfreesboro TN 37129

With a Copy to:

Shelton Square Homeowners' Association Inc.
c/o Property Solutions of Middle Tennessee, LLC
Registered Agent
2146 N. Thompson Lane, Suite B
Murfreesboro TN 37129-6025

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection) or three (3) business days after being mailed, by certified mail, postage pre-paid to the above addresses.

9. Owner represents that the Improvements have been or will be incorporated into the common area of Shelton Square and will be maintained pursuant to the Covenants, Conditions, and Restrictions of the Shelton Square subdivision.

10. Owner, for itself and any successors or assigns, agrees that if the Improvements in the City-owned ROW is not maintained to City standards, or otherwise becomes or appears to the City Engineer to be a danger to public health, safety and welfare, and if such condition is not properly remedied within five (5) days of written notice delivered to Owner and Owner's successor or assign, if any, that City may then take all such steps as it deems appropriate, including but not limited to the removal of all of the Improvements. If the City deems it necessary to take action pursuant to this Section 9, it will send an invoice for labor, equipment and materials expended, plus an amount equal to 50% of the total labor, equipment and materials expended for administrative costs, to Owner and Owner's successor or assign, if any. Any such Invoice shall be paid within 30 days of the date of the invoice.

11. This License Agreement shall inure to the benefit of and be binding on the successors and assigns of Owner and City, and shall run with the land. This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

12. This License Agreement shall not be effective until approved by the Murfreesboro Planning Commission.

13. **FREEDOM MORTGAGE CORPORATION**, ("Creditor") is the holder of a promissory note dated **12/01/2021** in the total principal sum of **\$365,000.00** secured by a Deed of Trust of record at **Record Book 2178, Page 2673**, Register's Office of Rutherford County, Tennessee. Creditor hereby joins in the execution of this License Agreement for the purpose of subordinating the lien of said Deed of Trust to this License Agreement in favor of the City; provided, however, that (i) in no event shall Creditor have any obligation to indemnify, defend, or hold harmless any party (including City) whether prior or subsequent to any foreclosure of said Deed of Trust, and (ii) shall not otherwise be affected hereby and shall continue in full force and effect as before the execution and recording hereof, subject only to said License Agreement.

IN WITNESS WHEREOF, City and Owner have set forth their hands and seals below as of the date as of the date of the last party to sign.

CHRISTOPHER SCOTT WILSON

CHRISTY WILSON

STATE OF _____)
COUNTY OF _____) : ss

Personally appeared before me, the undersigned notary public, **CHRISTOPHER SCOTT WILSON and wife, CHRISTY WILSON**, the within named bargainor(s), with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.

BY: _____

ITS: _____

STATE OF _____) : ss

COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be a member or other officer authorized to execute the instrument on behalf of **SHELTON SQUARE HOMEOWNERS' ASSOCIATION, INC.**, and that such person as such member or officer executed the foregoing instrument for the purposes therein contained by personally signing the name of the corporation.

Witness my hand and seal, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

CREDITOR:

FREEDOM MORTGAGE CORPORATION

By: _____

Its: _____

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned notary public, personally appeared _____, the within named bargainor(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged such person to be the president or other officer of **FREEDOM MORTGAGE CORPORATION**, authorized to execute the instrument, and that such person, as such president or other officer, executed the within instrument for the purposes therein contained by personally signing in such person's capacity as such officer.

WITNESS MY HAND, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____ (SEAL)

CITY:

CITY OF MURFREESBORO

By: _____
SHANE MCFARLAND, Mayor

Date _____

ATTEST: _____
ERIN TUCKER, Recorder

APPROVED AS TO FORM:

By: _____
ADAM TUCKER, City Attorney

STATE OF TENNESSEE)
: ss
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared **SHANE MCFARLAND** and **ERIN TUCKER**, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who, upon their oath acknowledged themselves to be respectively the Mayor and City Recorder of the City of Murfreesboro, and that they as such Mayor and City Recorder, being authorized to do so, executed the within and foregoing instrument for the purposes therein contained, by signing thereto the name of said City, and by attesting said instrument, by themselves as such Mayor and City Recorder, respectively.

Witness my hand and seal, at Office, this _____ day of _____, 20 _____.

Notary Public

My Commission Expires: _____

EXHIBIT A

Depiction of the Property

DRAFT

**MURFREESBORO PLANNING COMMISSION
STAFF COMMENTS, PAGE 1
JANUARY 7, 2026
PROJECT PLANNER: MARC SHACKELFORD-ROWELL**

6. b. Mandatory Referral [2025-720] to consider the dedication of electric easements on City-owned properties located along Barfield Road and Veterans Parkway, Middle Tennessee Electric applicant.

In this mandatory referral, the Planning Commission is being asked to consider the dedication of electric easements on City-owned properties located along Barfield Road and Veterans Parkway. The properties in question are primarily developed with the Stones River Greenway. The reason for this request is to allow MTE (Middle Tennessee Electric) to upgrade powerlines along Barfield Road and Veterans Parkway to better “accommodate the electric load in the area”.

Exhibits showing the location of the proposed powerline easement are included in the agenda materials, as well as a letter of explanation from the MTE. Staff recommends that the Planning Commission forward a recommendation of approval to the City Council, subject to the following conditions:

- 1) If approved by City Council, MTE will be responsible for providing the information necessary (including, but not limited to, any exhibits and legal descriptions) for the Legal Department to prepare the legal instrument(s) to formally dedicate the proposed easement. The legal instrument(s) will be subject to final review and approval of the Legal Department.
- 2) MTE will also be responsible for recording the legal instrument(s), including payment of the recording fee.



City of Murfreesboro Mandatory Referral Application

111 W Vine Street • Murfreesboro, TN 37130 • 615-893-6441

Mandatory Referral Fees:

Mandatory Referral, **INCLUDING** abandonment of right-of way..... \$350.00
Mandatory Referral, **NOT INCLUDING** abandonment of right-of-way..... \$150.00

113/005.09,036.09

113P/B/028.01

Property Information: **114/011.00,012.10**

124/009.03,009.08,009.10

125/017.01,018.00,019.00,020.00

Tax Map/Group/Parcel: Address (if applicable):

Street Name (if abandonment of ROW) **Barfield Road and Veteran's Parkway**

Type of Mandatory Referral: Powerline Easement

Applicant Information:

Derrick Lynch

Name of Applicant:

Middle TN Electric

Street Address or PO Box: **555 New Salem Highway**

City: **Murfreesboro**

State: **Tennessee**

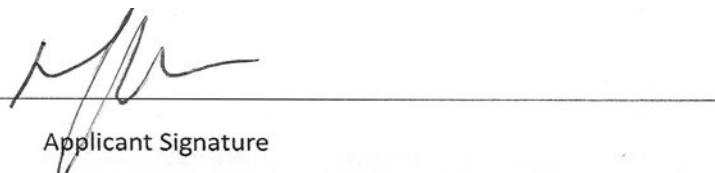
Zip Code: **37129**

Email Address:

Phone Number: **615-494-1573**

Required Attachments:

- Letter from applicant detailing the request
- Exhibit of requested area, drawn to scale
- Legal description (if applicable)



Applicant Signature

12/15/2025

Date

December 15, 2025

City of Murfreesboro

To whom it may concern,

Middle Tennessee Electric is planning to relocate its power line along Barfield Road and Veteran's Parkway soon. MTE needs to upgrade electric lines from single to triple circuit to accommodate the electric load in the area. This upgrade will require taller poles, which will all be steel, and some relocations.

Our goal is to maintain a safe and reliable electric grid, and this design will ensure that we can maintain our historically reliable electric system. We would like to extend the opportunity for a discussion regarding this project.

Enclosed you will find preliminary drawings that illustrate the proposed plans as it relates to your property. Also, we have attached a copy of Middle TN Electric's Right-of-way easements. If you do not have any questions about the scope of work, you may sign this easement and return to us in the enclosed envelope. We also request this easement to be notarized.

Our desire is to work with you to answer any questions you may have, and we are happy to listen to any concerns you have about this request. If you have any questions, please let me know.

Sincerely,



Derrick Lynch
Project Engineer

615-494-1573



Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16696978

Grantor: City of Murfreesboro 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	Rutherford	State of Tennessee	Tax Map:	113	Group:	005.09
Address	2091		Barfield Rd		Murfreesboro	37128
	House/building#		Street/Road Name		City	Zip

and such Property being of record in Deed Book 968, Page 1209, 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.

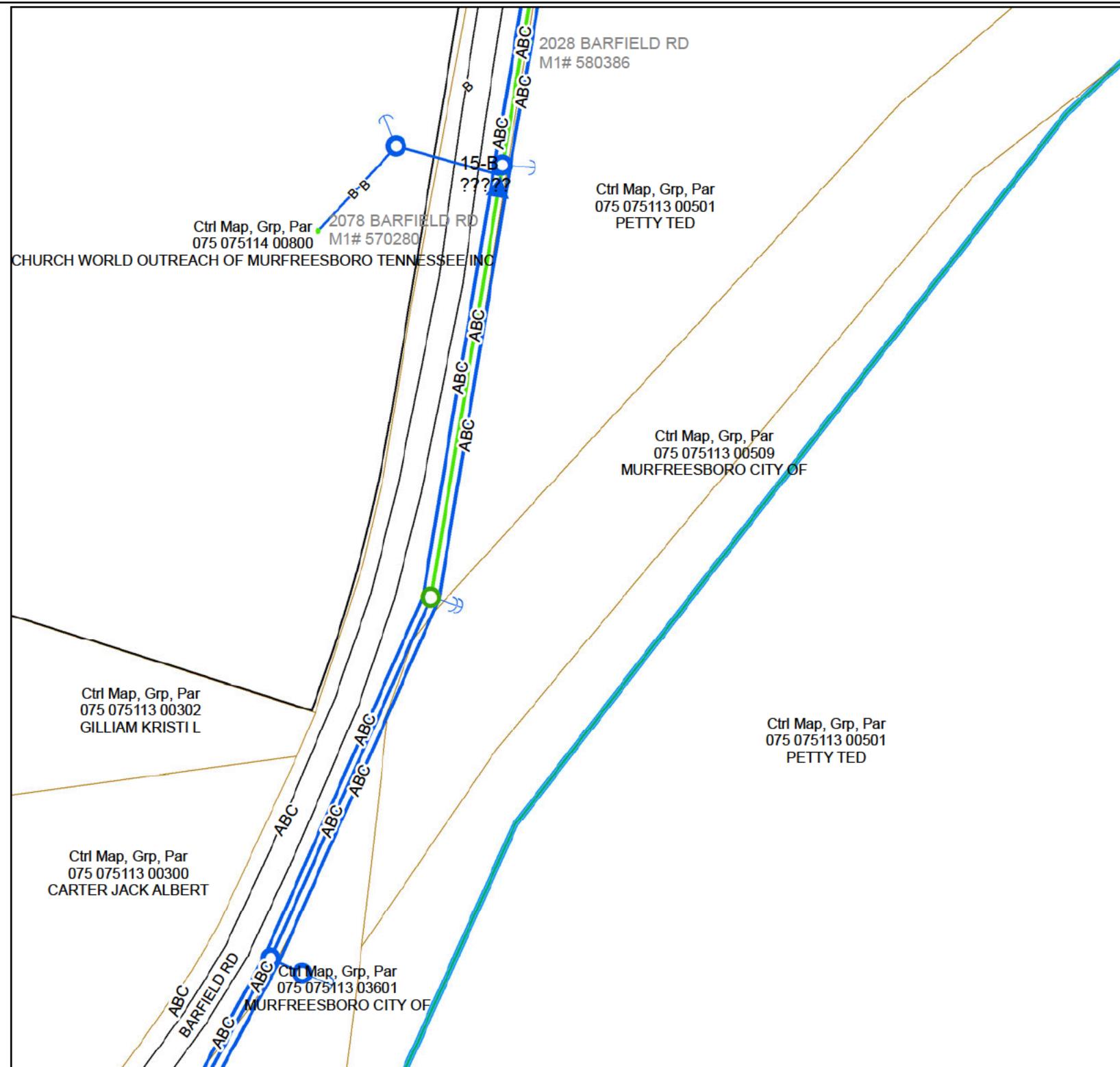
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer:

Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005 All Rights Reserved.

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-Q

Circuit:

Protective Device:

Switch Number:

Scale: 1 inch = 100 feet

Print Date: 4/11/2025

Map showing property boundaries and ownership information for the area around 100 Barfield Rd, Murfreesboro, Tennessee. The map includes labels for streets like Barfield Rd, Orchard Park Dr, and Private Dr, and property owners like Church World Outreach, Ward Arden Elaine, and various individuals. Boundary lines are colored blue, orange, and black, with some areas shaded in light blue.

Key property owners and their addresses:

- CHURCH WORLD OUTREACH OF MURFREESBORO TENNESSEE INC (075 075114 00800)
- WARD ARDEN ELAINE (075 075114 01001)
- YATES PATRICIA TRUST (075 075114L A 00200)
- TURNER BARBARA G ETUX KENNETH (075 075114L A 00201)
- BATES STEVEN (075 075114L A 00300)
- MCCORD CURTIS E (075 075114L A 02400)
- BRIAN MATT ETUX CASY (075 075114L A 02500)
- FLORES RAUL R (075 075114L A 02100)
- BAF ASSETS 5 LLC (075 075114L A 01900)
- NEMETH BONNIE (075 075114L A 03100)
- GAIETTO MITCHELL LLOYD (075 075114L A 03000)
- MURFREESBORO CITY OF (075 075114 01100)
- CHURCH WORLD OUTREACH OF MURFREESBORO TENNESSEE INC (075 075113 00302)
- GILLIAM KRISTI L (075 075113 00509)
- MURFREESBORO CITY OF (075 075113 00501)
- PETTY TED (075 075113 00501)
- CARTER JACK ALBERT (075 075113 00300)
- GULLETTE JAMES M ETUX MARNA L (075 075114L A 00202)
- OWENS ROBBY LYN ETUX DEWANDA BEARD (075 075114L A 00100)
- STANCLIFF PATRICIA SUSAN (075 075114L A 02600)
- MURFREESBORO CITY OF (075 075113 03601)
- MOLITOR CHAD G ETUX SHELLY R ETAL (075 075113 03600)
- MOLITOR PARKER C ETUX TARA (075 075113 03602)
- ALEXANDRONI EMANUEL S (075 075113 03605)
- MOLITOR CHAD G ETUX SHELLY R ETAL (075 075113 03600)
- CHAMBERS ROBERT B ETUX DANAY NICOLE (075 075113 03604)
- DUDLEY CHRISTOPHER (075 075113 03603)



Disclaimer

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Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-L

Circuit

Protective Device:

Switch Number:

Scale: 1 inch = 300 feet

Print Date: 4/11/2025

Right-of-Way

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



Meter Set SO # WO# 16696978

WO# 16696978

Grantor: City of Murfreesboro And/by _____

And/by _____

Select one of the following: unmarried

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 Rutherford State of Tennessee Tax Map: 114 Group: _____ Parcel: 011.00
Address Barfield Rd Murfreesboro 37128
 House/Building# Street/Road Name City Zip

and such Property being of record in Deed Book 1231, Page 1436, 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.

Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

STATE OF

COUNTY OF

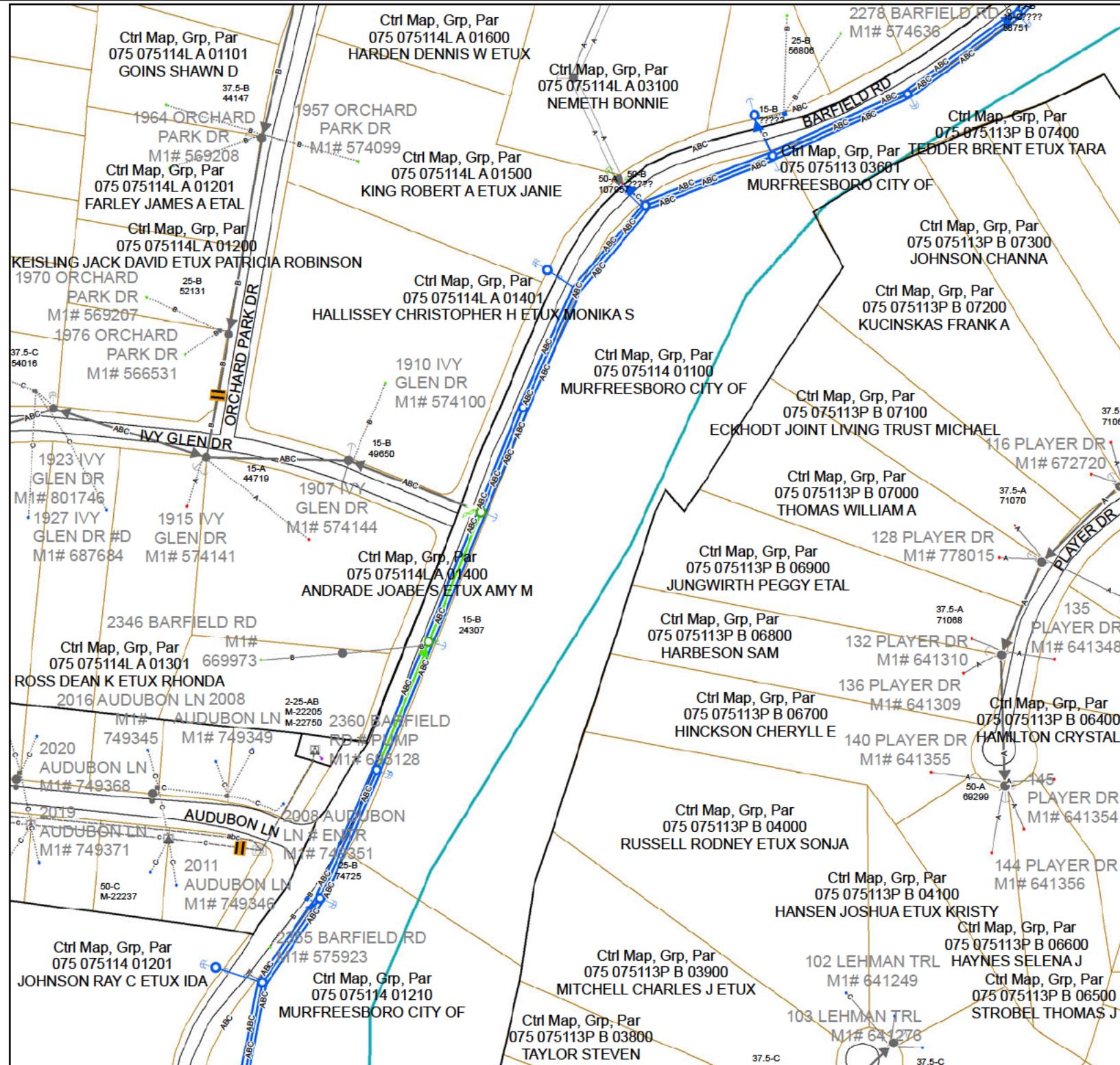
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer

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or placement and location of any map features or data.
Independent verification of all information should be
obtained by the User. This is NOT A LEGALLY BINDING
OR CERTIFIED DOCUMENT. All data and materials
Copyright © 2005 All Rights Reserved

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-K

Circuit:

Protective Device

Switch Number:

Speed limit = 200 feet

Scale 1 inch = 200 feet
Print Date: 4/11/2025

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16696978

Grantor: City of Murfreesboro 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	Rutherford	State of Tennessee	Tax Map:	114	Group:	_____	Parcel:	012.10
Address				Barfield Rd	Murfreesboro			37128
	House/building#				Street/Road Name	City		Zip

and such Property being of record in Deed Book 1190, Page 2682, 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.

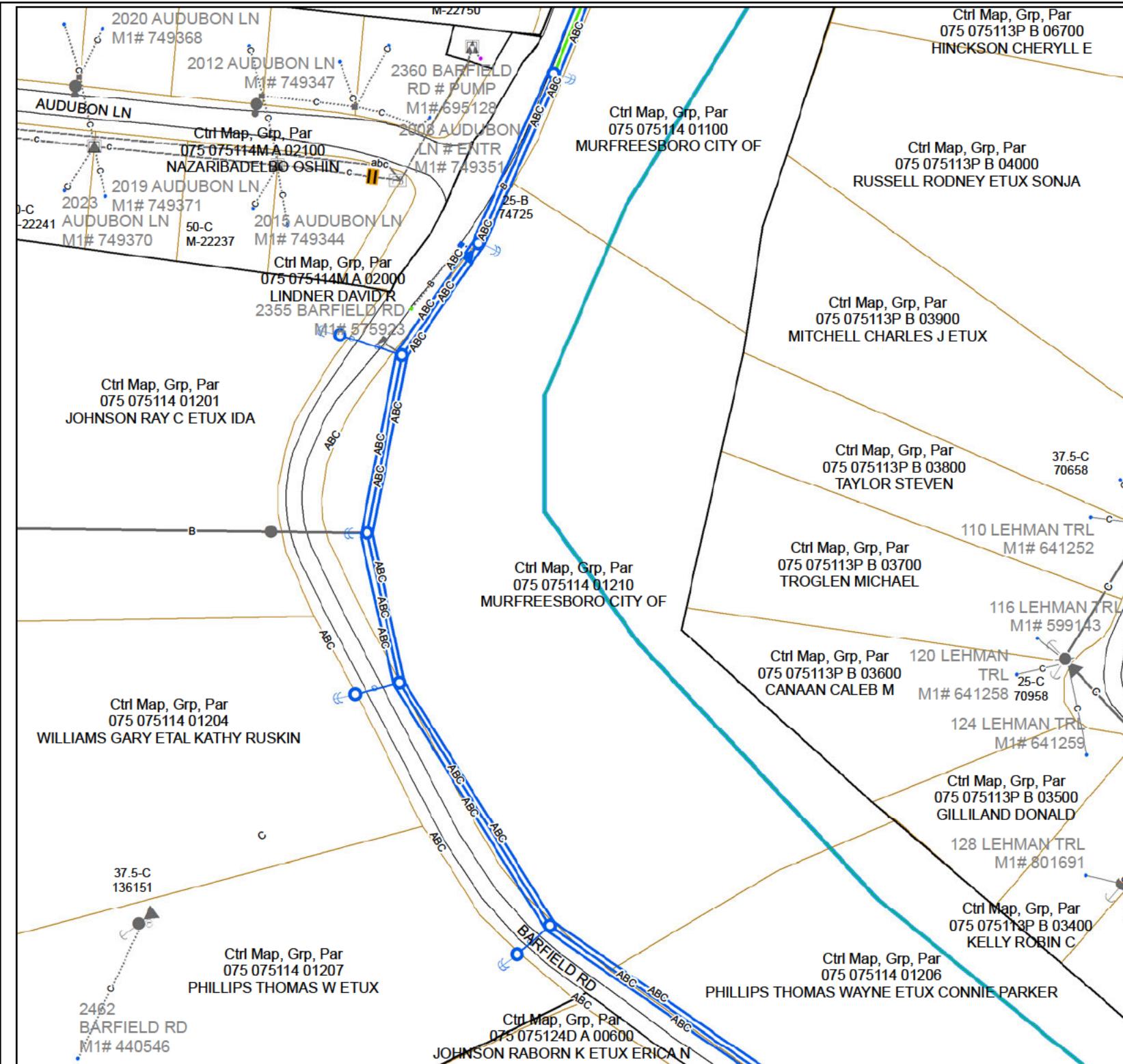
On the ___ day of _____, 202___, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer

Middle Tennessee Electric Membership Corporation makes no representation or warranty as to map accuracy, and in particular, its accuracy as to Underground Conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. Independent verification of all information should be obtained by the User. This is NOT A LEGALLY BINDING OR CERTIFIED DOCUMENT. All data and materials Copyright © 2005 All Rights Reserved

Job Number: 16696978

Location: Barfield Road Triple Circuit
Description:

Map: 5347-F

Map 33

Protective Device:

Protective Device.

Scale: 1 inch = 150 feet

Print Date: 4/11/2025

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

Grantor: City of Murfreesboro 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 <u>Rutherford</u>	State of Tennessee	Tax Map: <u>124</u>	Group: _____	Parcel: <u>009.03</u>
Address _____	House/building# <u>1234</u>	Barfield Rd	Murfreesboro	37128
	Street/Road Name		City	Zip

and such Property being of record in Deed Book 1234, Page 1528, 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.

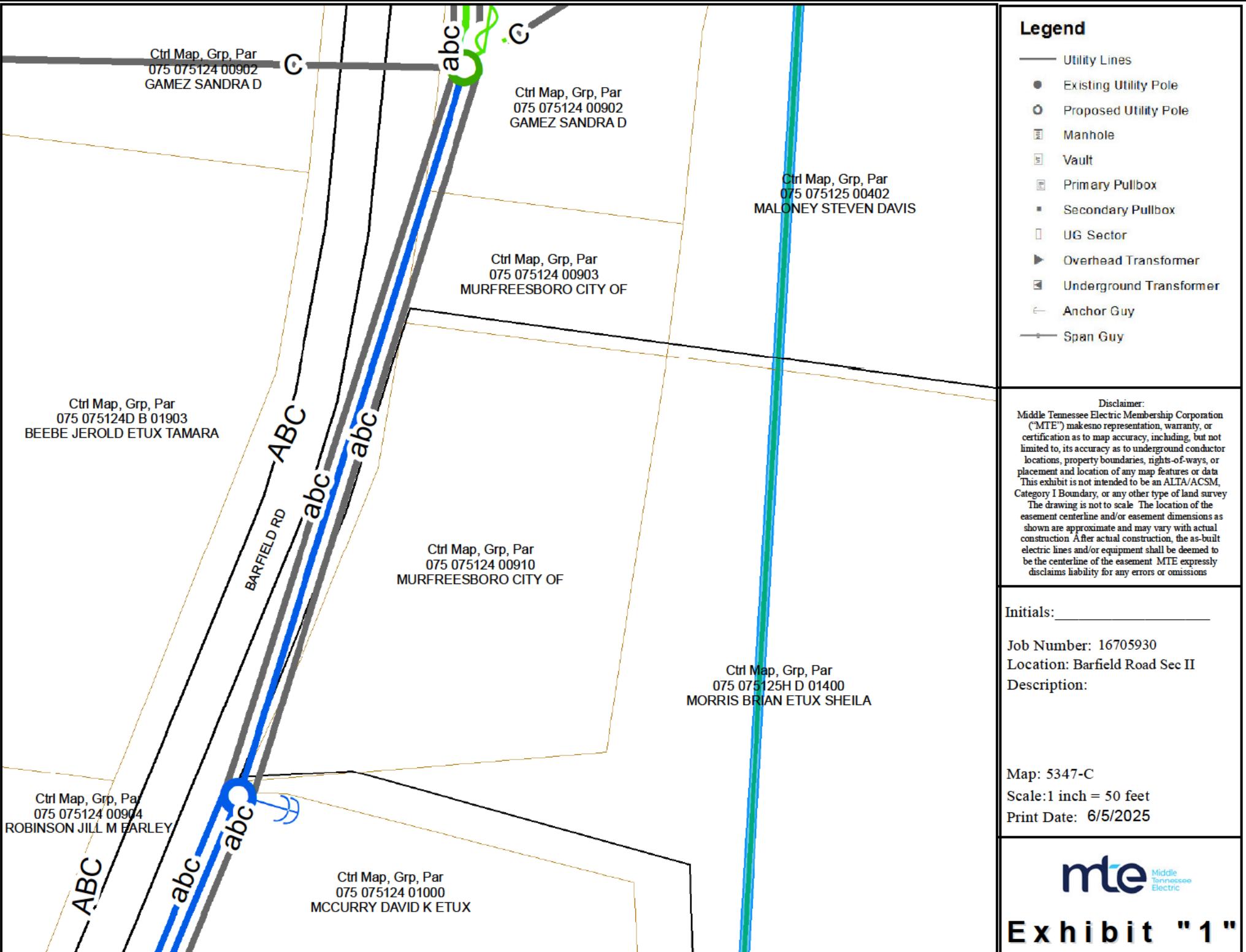
On the ____ day of _____, 202_____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

Grantor: City of Murfreesboro 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;
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- 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	Rutherford	State of Tennessee	Tax Map:	124	Group:	009.08
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1233, Page 2923, 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.

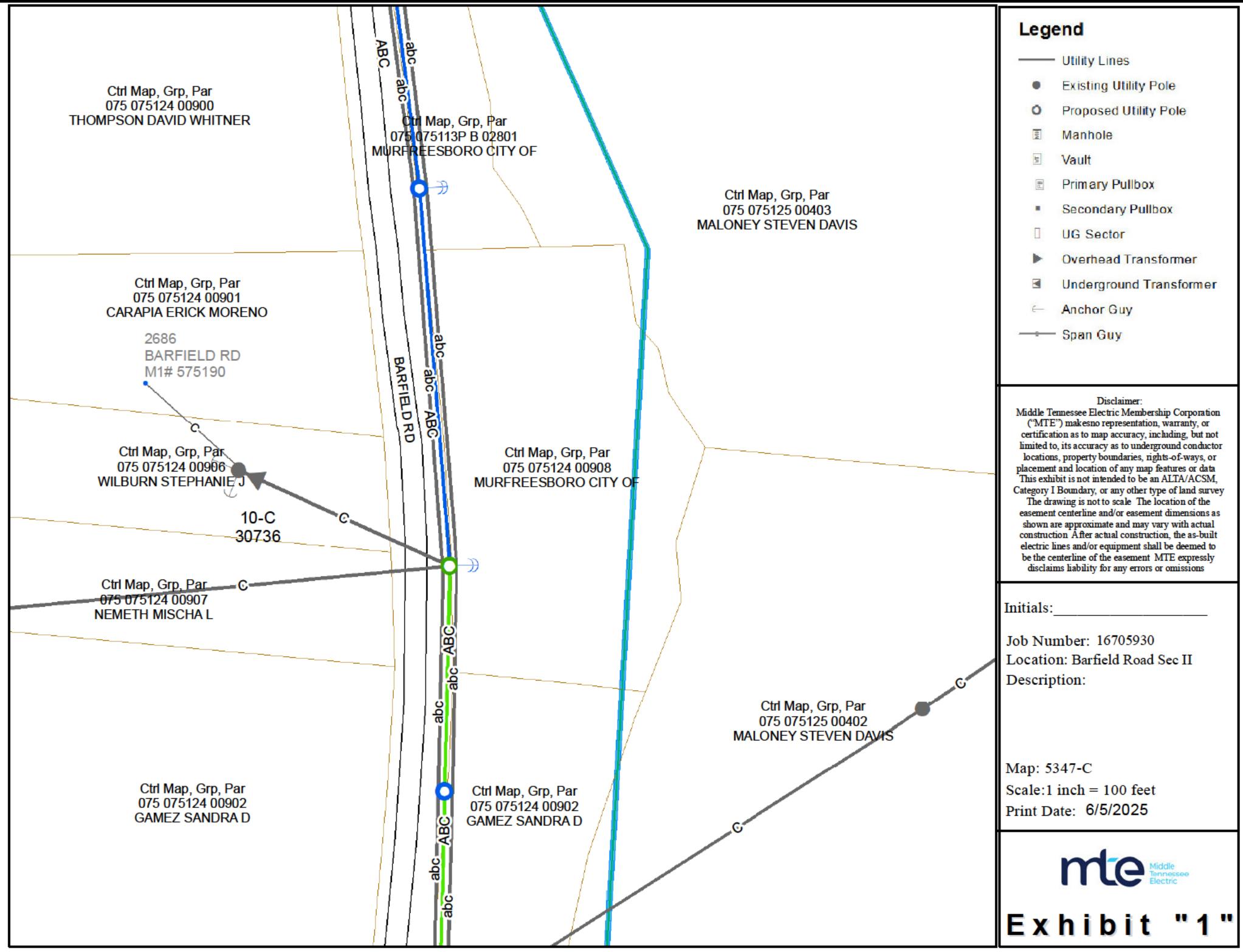
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Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way Easement

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



Service Location # _____ Meter Set SO # _____ WO# 16705930

Grantor: City of Murfreesboro 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:

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- 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	Rutherford	State of Tennessee	Tax Map:	124	Group:	009.10
Address			Barfield Rd		Murfreesboro	37128
		House/building#		Street/Road Name	City	Zip

and such Property being of record in Deed Book 1200, Page 3306, 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.

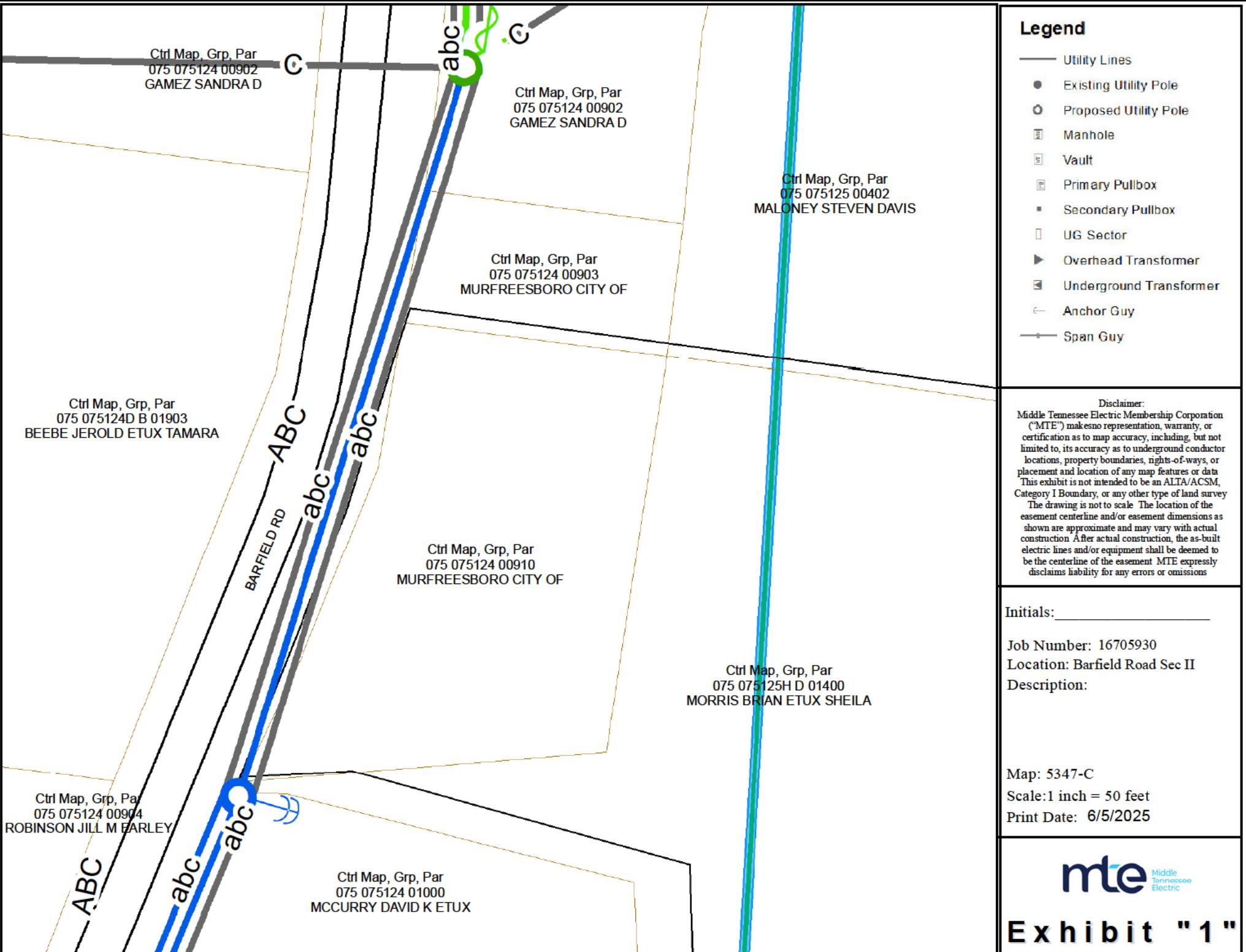
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Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way

Easement

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



Meter Set SO #

WO# 16705930

Grantor: City of Murfreesboro And/by

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:

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- 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 Rutherford State of Tennessee Tax Map: 113P Group: B Parcel: 028.01
Address Barfield Rd Murfreesboro 37128
House/building# Street/Road Name City Zip

and such Property being of record in Deed Book 1231, Page 1544, 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.

Print Name/Title of Authorized Signatory

Print Name/Title of Authorized Signatory

Legal Signature

STATE OF

COUNTY OF

On the ____ day of _____, 202____

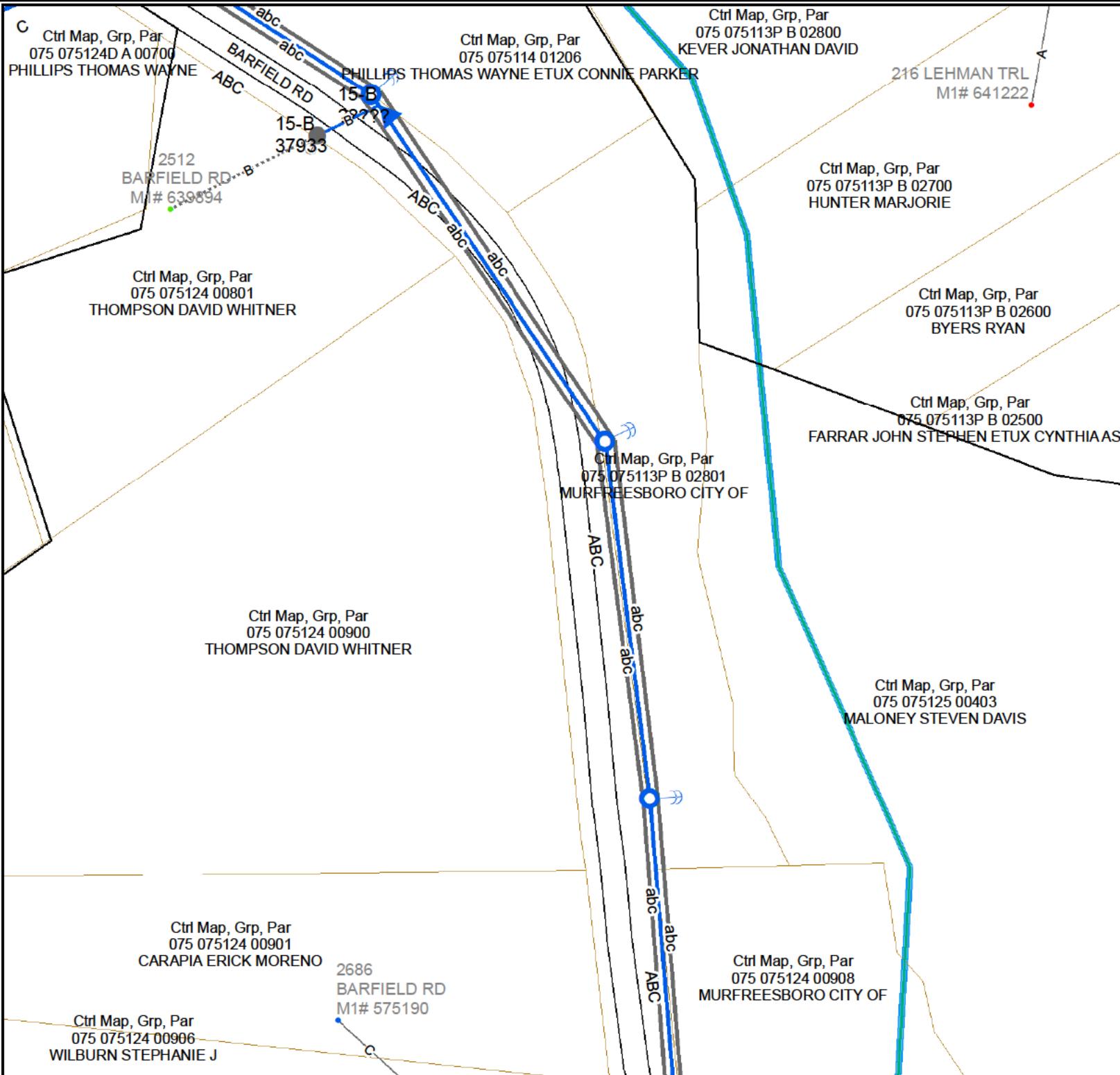
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Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** Take-Off

Grantor: **City of Murfreesboro** 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;
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- 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	Rutherford	State of Tennessee	Tax Map:	125	Group:	_____	Parcel:	017.01
Address	697		Veterans Pkwy		Murfreesboro			37128
	House/building#		Street/Road Name		City			Zip

and such Property being of record in Deed Book **618**, Page **397**, 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.

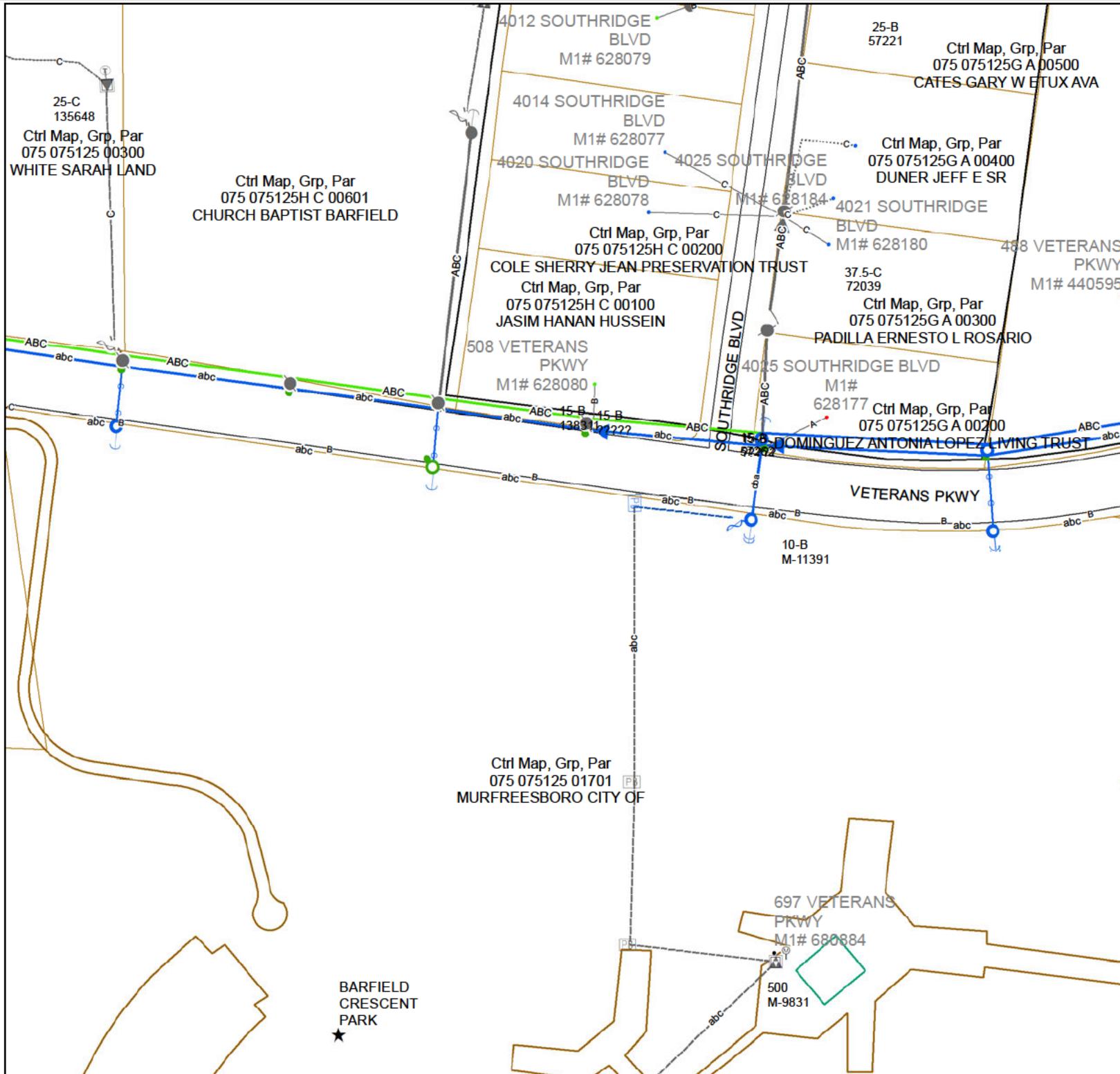
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Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Disclaimer:
 Middle Tennessee Electric Membership Corporation ("MTE") makes no representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/ACSM, Category I Boundary, or any other type of land survey.

The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials: _____

Job Number: 16422664
 Location: 24-1-7 Veterans Pkwy - MUR294
 Description:

Map: 5346-R
 Scale: 1 inch = 150 feet
 Print Date: 12/1/2025

mte Middle Tennessee Electric

Exhibit "1"

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** Take-Off

Grantor: **City of Murfreesboro** 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 **Rutherford** State of Tennessee Tax Map: **125** Group: _____ Parcel: **018.00**

Address **Veterans Pkwy** Murfreesboro **37128**
House/building# **625** Street/Road Name City Zip

and such Property being of record in Deed Book **625**, Page **289**, 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.

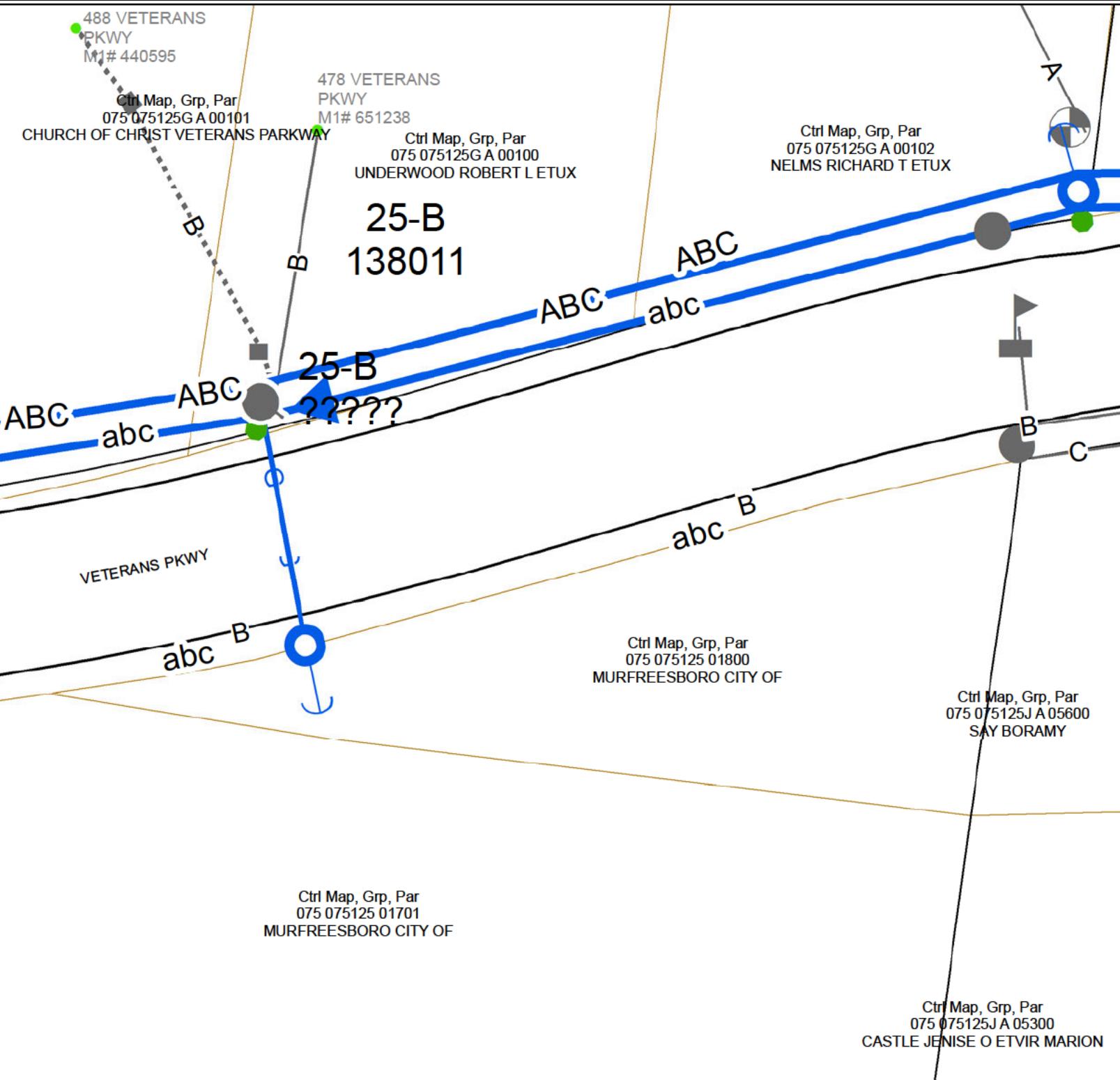
On the _____ day of _____, 202____, personally appeared before me, the within named bargainer(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that such person(s) executed the within instrument for the purposes therein contained.

Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Legend

- Utility Lines
- Existing Utility Pole
- Proposed Utility Pole
-  Manhole
-  Vault
-  Primary Pullbox
- Secondary Pullbox
-  UG Sector
-  Overhead Transformer
-  Underground Transformer
-  Anchor Guy
- Span Guy

Disclaimer

Middle Tennessee Electric Membership Corporation ("MTE") makes no representation, warranty, or certification as to map accuracy, including, but not limited to, its accuracy as to underground conductor locations, property boundaries, rights-of-ways, or placement and location of any map features or data. This exhibit is not intended to be an ALTA/NSPS Map, Category I Boundary, or any other type of land survey.

The drawing is not to scale. The location of the easement centerline and/or easement dimensions as shown are approximate and may vary with actual construction. After actual construction, the as-built electric lines and/or equipment shall be deemed to be the centerline of the easement. MTE expressly disclaims liability for any errors or omissions.

Initials:

Job Number: 16422664

Location: 24-1-7 Veterans Pkwy - MUR294

Description:

Map: 5346-R

Scale: 1 inch = 50 feet

Print Date: 12/1/2025

mte Middle Tennessee Electric

Exhibit "1"

Right-of-Way

Easement

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



Service Location # 6000396438 Meter Set SO # _____ WO# 16422664

Take-Off

Grantor: City of Murfreesboro 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 <u>Rutherford</u>	State of Tennessee	Tax Map: <u>125</u>	Group: _____	Parcel: <u>019.00</u>
Address <u>697</u>	Veterans Pkwy	<u>Murfreesboro</u>	<u>37128</u>	
House/building#	Street/Road Name	City	Zip	

and such Property being of record in Deed Book 618, Page 393, 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 _____

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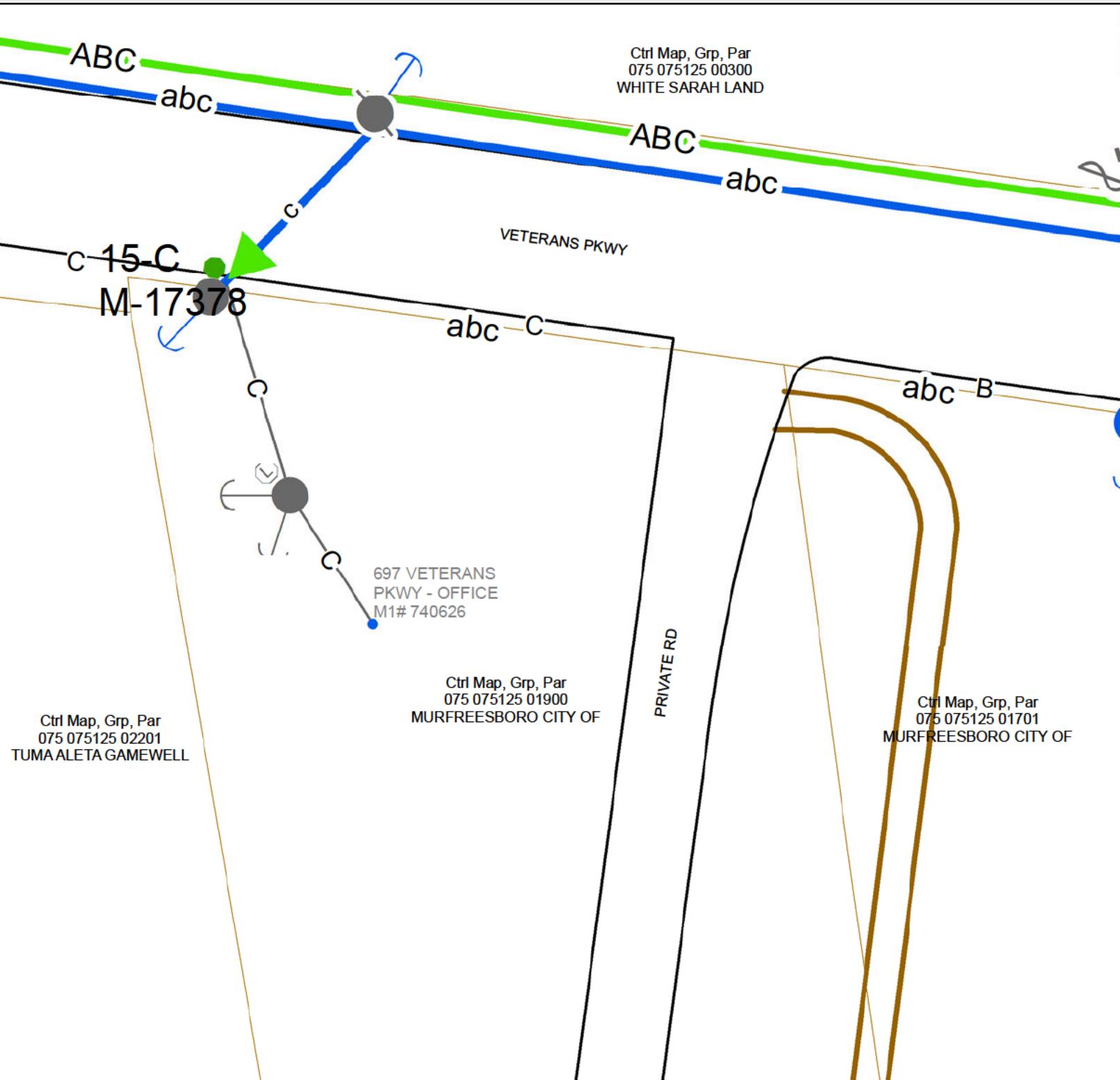
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Notary Signature

My Commission Expires

Notary Signature

My Commission Expires



Legend

- Utility Lines
- Existing Utility Pole
- Proposed Utility Pole
- Manhole
- Vault
- Primary Pullbox
- Secondary Pullbox
- UG Sector
- Overhead Transformer
- Underground Transformer
- Anchor Guy
- Span Guy

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Initials: _____

Job Number: 16422664

Location: 24-1-7 Veterans Pkwy - MUR294

Description:

Map: 5346-R

Scale: 1 inch = 50 feet

Print Date: 12/1/2025



Exhibit "1"

Right-of-Way

Easement

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



Service Location # _____ Meter Set SO # _____ WO# **16422664** Take-Off

Grantor: **City of Murfreesboro** 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:

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- 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;
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- 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	Rutherford	State of Tennessee	Tax Map:	125	Group:	_____	Parcel:	020.00
Address	936		Veterans Pkwy		Murfreesboro			37128
	House/building#		Street/Road Name		City			Zip

and such Property being of record in Deed Book **993**, Page **2398**, 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.

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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.

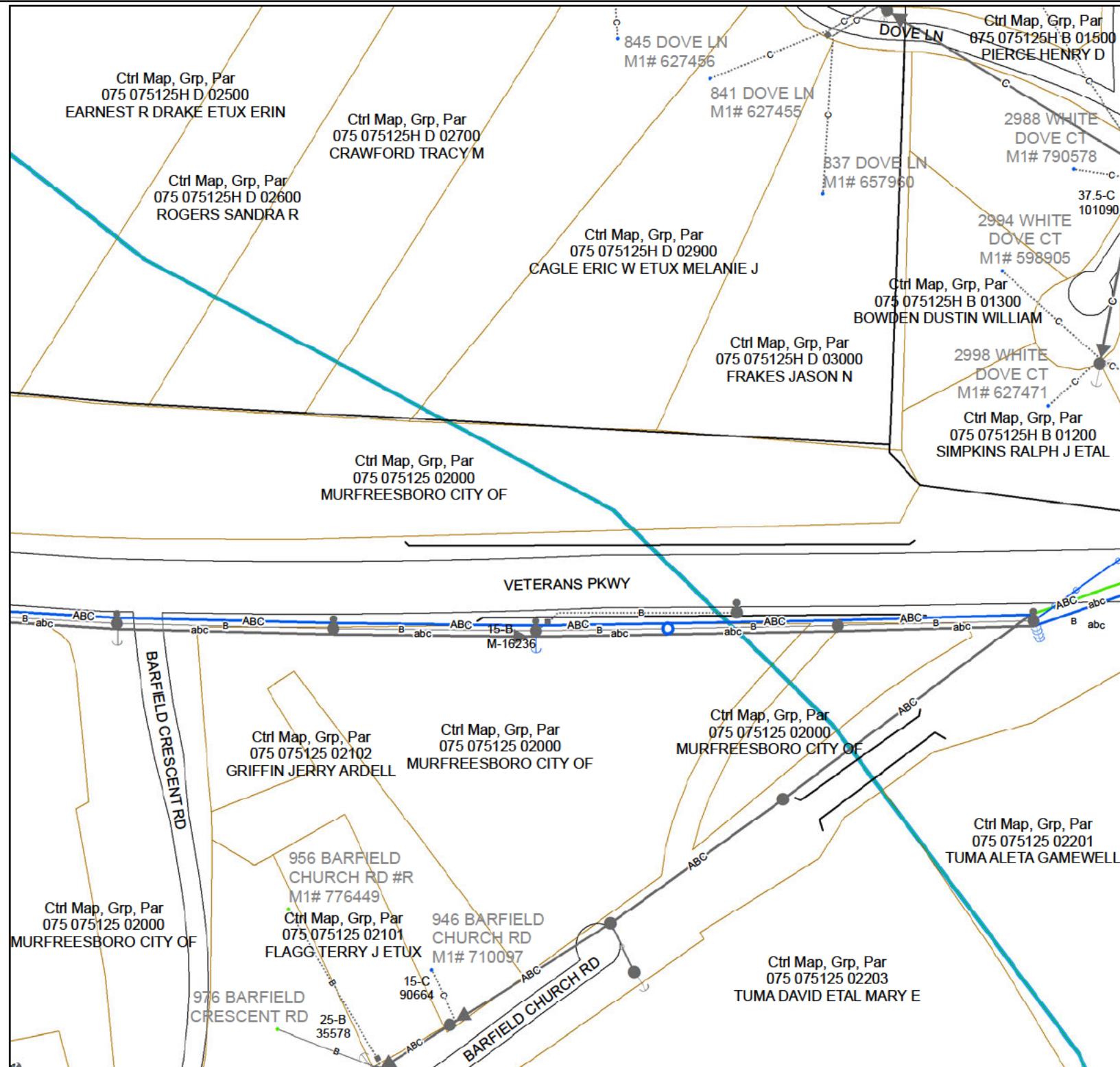
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My Commission Expires

Notary Signature

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Legend

- Utility Lines
- Existing Utility Pole
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-  Manhole
-  Vault
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- Secondary Pullbox
-  UG Sector
- ▶ Overhead Transformer
- ◀ Underground Transformer
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Category 1 Boundary, or any other type of land survey
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disclaims liability for any errors or omissions.

Initials:

Job Number: 16422664
Location: 24-1-7 Veterans Pkwy - MUR29
Description:

Map: 5346-Q
Scale: 1 inch = 150 feet
Print Date: 12/1/2025



Exhibit "1"