

This instrument prepared by:
Colonial Pipeline Company
1000 Lake Street
Alpharetta, Georgia 30009

STATE OF TENNESSEE §
 § ss. KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DAVIDSON §

RIGHT-OF-WAY EASEMENT AGREEMENT

This RIGHT-OF-WAY EASEMENT AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2024 (the "Effective Date"), by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a metropolitan government created in accordance with Title 7, Chapter 2 of Tennessee Code Annotated, whose address is 700 President Ronald Reagan Way, Suite 310, Nashville, Tennessee 37210 ("Grantor"); and **COLONIAL PIPELINE COMPANY**, a Delaware and Virginia corporation, with its principal office at 1000 Lake Street, Alpharetta, Georgia 30009 ("Grantee"). Grantor and Grantee are sometimes herein referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the portion of the land situated in Davidson County, Tennessee and described on Exhibit A to this Agreement, which is appended hereto and incorporated herein by reference (the "Property Description Exhibit") that is identified as Tract 1 on the Property Description Exhibit (the "Fee Property"), and Grantor has the right, power and authority to grant and convey rights of encroachment on, over, under, through and across the portion of the land situated in Davidson County, Tennessee and described on the Property Description Exhibit that is identified as Tract 2 on the Property Description Exhibit (the "ROW Property" and together with the Fee Property, the "Property"); and

WHEREAS, The Sports Authority of the Metropolitan Government of Nashville and Davidson County, a public, nonprofit corporation created pursuant to The Tennessee Sports Authority Act of 1993 and by Substitute Resolution No. R95-029 of the Metropolitan County Council of The Metropolitan Government of Nashville and Davidson County ("Sports Authority"), is the owner of a professional sports stadium, parking lots and associated improvements and uses (the "Professional Sports Stadium") situated in part on the Property, and Sports Authority currently leases the Professional Sports Stadium to Tennessee Stadium, LLC, a Delaware limited liability company ("Tennessee Stadium"); and

WHEREAS, Grantee previously constructed and currently operates, inspects, and maintains two pipelines, being approximately eight and twelve inches in diameter, respectively, on, over, under, across and adjacent to property adjacent to the Property pursuant to the following documents: (i) a license with the Louisville and Nashville Railroad Company dated February 3, 1964; a city ordinance (Bill No. 63-104) having enjoyed its final reading on November 7, 1963 and approved on November 21, 1963; a city ordinance (Bill No. 76-180) having enjoyed its final reading on June 15, 1976 and approved on June 16, 1976; and a city ordinance (Bill No. 97-685) having enjoyed its final reading on April 1, 1997 and being approved on April 4, 1997; and

WHEREAS, Tennessee Football, LLC, a Delaware limited liability company ("Tennessee Football"), in conjunction with Tennessee Stadium and other parties, proposes to construct a replacement professional sports stadium, parking lots and associated improvements and uses (the "Replacement Professional Sports Stadium") that will conflict with the current location of a portion of Grantee's existing pipelines on property adjacent to the Property (the "Conflicting Existing Pipelines"); and

WHEREAS, Grantor, Sports Authority, Tennessee Football and Tennessee Stadium have requested that Grantee relocate the Conflicting Existing Pipelines by constructing new pipelines (sometimes herein referred to as the "Relocated Pipelines") on the Property that are not in conflict with the Replacement Professional Sports Stadium; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of documenting the conveyance by Grantor to Grantee of a right-of-way easement, right of encroachment, temporary construction easement, access easement and workspace easement for the purpose of, inter alia, constructing the Relocated Pipelines that will be installed and operated on the Property on the condition such Relocated Pipelines do not conflict with the Replacement Professional Sports Stadium;

NOW, THEREFORE for and in consideration of the foregoing premises, which are incorporated herein, the covenants and agreements herein contained, the mutual benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Grantor hereby GRANTS, CONVEYS, and WARRANTS to Grantee:

- (i) A right-of-way easement with respect to the Fee Property and right of encroachment with respect to the ROW Property (such easement and right of encroachment being herein referred to collectively as the "Pipeline Easement") to construct, install, maintain, inspect, operate, protect, repair, replace, change the size of and remove (collectively, the "Pipeline Operations") a pipeline that is approximately eight inches in diameter and a pipeline that is approximately twelve inches in diameter (collectively, the "Pipelines"), together with above and below ground appurtenant facilities that are reasonably necessary for the safe and efficient operation of the Pipelines, including, without limitation, valves, junction boxes, pipeline markers and cathodic protection systems (such facilities, together with the Pipelines, the "Facilities") on, over, under, through and across the portion of the Property identified as "COLONIAL PIPELINE EASEMENT" and more

particularly described and depicted on Exhibit B to this Agreement, which is appended hereto and incorporated herein by reference (the “Easements Exhibit”);

- (ii) Together with the Pipeline Easement, those necessary rights of ingress, egress, entry, access and encroachment over and across the Property as are reasonably necessary for Grantee’s exercise of the rights and privileges herein granted to Grantee with respect to the Pipeline Easement, the Temporary Construction Easement (as hereinafter defined) and the Workspace Easement (as hereinafter defined), provided that such ingress, egress, entry, access and encroachment do not materially interfere with Grantor’s use and enjoyment of the Property (the “Access Easement”);
- (iii) A temporary construction easement with respect to the Fee Property and right of encroachment with respect to the ROW Property (such easement and right of encroachment being herein referred to collectively as the “Temporary Construction Easement”) on, over, under, through and across the portion of the Property identified as “TEMPORARY CONSTRUCTION EASEMENT” and more particularly described and depicted on the Easements Exhibit to be used only during the construction and installation of the Facilities to facilitate the construction and installation of the Facilities; and
- (iv) A non-exclusive workspace easement with respect to the Fee Property and right of encroachment with respect to the ROW Property (such easement and right of encroachment being herein referred to collectively as the “Workspace Easement”) on, over, under, through and across the portion of the Property identified as “WORKSPACE EASEMENT” and more particularly described and depicted on the Easements Exhibit to be used for the purpose of conducting the Pipeline Operations during such periods of time as are reasonably necessary to conduct the Pipeline Operations; provided, however, that Grantee’s use of the Workspace Easement will be limited by Grantor’s paramount right to install substantial improvements in the area of the Workspace Easement (the “Workspace Easement Area”), at any time and from time to time, up to and including the entirety of the Workspace Easement Area. If Grantor constructs substantial improvements in the Workspace Easement Area, Grantee will be entitled to equitably adjust the location of the Workspace Easement Area during the conduct of the Pipeline Operations so long as such adjustment does not prevent or materially interfere with Grantor’s use and enjoyment of the Property. As used in this Agreement, “Operations” means: (a) the Pipeline Operations; and (b) any activities that may, from time to time, be reasonably necessary or desirable by Grantee in connection with Grantee’s pipelines on or near the Property, including the Pipelines, and/or the exercise of Grantee’s rights and privileges under this Agreement, which activities include, without limitation, surveying and environmental remediation of the Property.

It is further agreed as follows:

1. The right to use the Pipeline Easement, the Access Easement, the Temporary Construction Easement and the Workspace Easement (collectively, the “Easements”) will belong

to Grantee, its agents, employees, designees, contractors, subcontractors, licensees, guests, invitees, successors and assigns, and all of those acting by or on behalf of Grantee in the performance of the Operations (each of such persons and entities, along with Grantee, being herein referred to as a "Grantee Party").

2. Grantee, for itself and on behalf of each other Grantee Party, hereby expressly acknowledges and agrees that to the extent Grantee deems appropriate, Grantee has inspected and examined the portions on the Property on which the Pipeline Easement, the Temporary Construction Easement and the Workspace Easement are located (collectively, the "Defined Easement Area"). Grantee hereby further acknowledges and agrees that it is relying solely upon its inspections and that Grantee is acquiring the Easements on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, without representations, warranties or covenants, express or implied, of any kind or nature from Grantor. In consideration of the Easements, Grantee hereby releases Grantor, its officers, agents, employees, independent contractors, invitees and affiliates, and their respective successors and assigns, from and waives any and all claims, causes of action, demands, liabilities, costs and expenses of any kind whatsoever (including, without limitation, reasonable attorney's fees) arising out of or related to the Easements, except to the extent caused by the gross negligence or willful misconduct of Grantor or a breach by Grantor of Grantor's covenants set forth in this Agreement.

3. The Easements do not include any rights not expressly set forth in this Agreement. Grantor, its agents, employees, designees, contractors, subcontractors, licenses, tenants, guests, invitees, successors and assigns, and all persons and entities claiming a right to use the Property by, through or under Grantor (each of such persons and entities, along with Grantor, being herein referred to as a "Grantor Party") will have the right to use and enjoy the Property for any and all purposes that do not interfere with the Easements or violate any laws, rules or regulations applicable to the Operations or the Facilities, and Grantor may grant other easements and rights of encroachment on the Property so long as such other easements do not interfere with Grantee's use and enjoyment of the Easements or violate any laws, rules or regulations applicable to the Operations or the Facilities. Notwithstanding the previous sentence, Grantor Parties will not: (a) erect, construct, install, place or permit any permanent structure, house, building, fixture, billboard, water impoundment area or storage area within the area of the Pipeline Easement (the "Pipeline Easement Area"); (b) erect, construct, install, place or permit any utility line, whether above or below ground, within the Pipeline Easement Area that is longitudinally parallel with the adjacent portions of the boundary of the Pipeline Easement Area (a "Parallel Utility Line"); (c) place, store or permit any inflammable or hazardous materials within the Pipeline Easement Area; (d) excavate or otherwise change the grade of the land in the Pipeline Easement Area by more than one foot without the prior written consent of Grantee; (e) plant trees within the Pipeline Easement Area; or (f) erect, construct, place or permit any other obstruction within the Pipeline Easement Area that may, in Grantee's reasonable judgment, interfere with the Operations or the Facilities. As used in this Agreement, the term, "Potential Encroachment Action", means and includes any of the following: erecting, constructing, installing, placing, planting or permitting any pavement, parking lot, driveway, street, pedestrian motorized or non-motorized pathway, sidewalk, fence, utility line other than a Parallel Utility Line, whether above or below ground, utility facility, whether above or below ground, ornamental planting or vegetation within the Pipeline Easement Area. Grantee acknowledges that depending on the facts, circumstances and manner in which a Potential Encroachment Action is taken, such Potential Encroachment Action

may not interfere with the Operations or the Facilities or violate any laws, rules or regulations applicable to the Operations or the Facilities. Nevertheless, no Grantor Party may take a Potential Encroachment Action without the prior written consent of Grantee; provided, however, that Grantee's prior written consent will not be required for Grantor's allowing to remain in place, without more, any pavement, parking lot, driveway, street, pedestrian motorized or non-motorized pathway, sidewalk, fence, utility line or facility, whether above or below ground, within the Pipeline Easement Area that exists on the Effective Date. All requests for Grantee's prior written consent to a Potential Encroachment Action must be made by Grantor and must be in writing. If Grantor submits a written request for Grantee's consent to a Potential Encroachment Action, Grantor will provide Grantee with such information and materials regarding such Potential Encroachment Action as Grantee may reasonably request to evaluate such Potential Encroachment Action and its impact on the Operations and the Facilities. If Grantee determines in its reasonable discretion that such Potential Encroachment Action will not interfere with the Operations or the Facilities or violate any laws, rules or regulations applicable to the Operations or the Facilities, the Parties will negotiate in good faith to approve the terms and conditions of a written agreement permitting such Potential Encroachment Action (an "Encroachment Agreement"), which approval will not be unreasonably withheld, conditioned or delayed by either Party. If the Parties execute and deliver an Encroachment Agreement with respect to a Potential Encroachment Action, such Potential Encroachment Action may be taken in accordance with the terms and conditions of such Encroachment Agreement. Notwithstanding anything to the contrary contained herein, Grantor Parties may construct and install utility lines other than Parallel Utility Lines, whether above or below ground, across the Pipeline Easement Area at an angle as close to 90 degrees as possible; provided, however, that Grantor will reimburse Grantee for any expenses that may be incurred by Grantee in making any alterations, modifications or relocations of the Facilities that may, in Grantee's reasonable judgment, be necessary as a result of any such construction or installation.

4. Grantee will have the right to trim, prune, remove, mow and otherwise control all vegetation and hazards now or hereafter existing within the Pipeline Easement Area in order to prevent the endangerment of the Facilities. For avoidance of ambiguity, Grantee will have the right to remove all trees now or hereafter existing within the Pipeline Easement Area.

5. Except in the case of emergencies and except to the extent Grantee has commenced work prior to the Effective Date, at least 30 days prior to commencing any work in the Defined Easement Area, Grantee will notify Grantor in writing of the expected date of commencement. Grantee will pay, when due, all claims for labor or materials furnished to or for Grantee for use in improving the Defined Easement Area. Grantee will not permit any mechanics' or materialmen's liens to be levied against the Property arising out of work or services claimed to have been performed, materials claimed to have been furnished or obligations claimed to have been performed on the Property by or at the request of Grantee. During any construction in the Defined Easement Area, Grantee will require its contractors and subcontractors performing work on any portion of the Property to name Grantor as an additional insured on their respective liability insurance policies. At a minimum, Grantee will require that all contractors and subcontractors performing work on any portion of the Property maintain commercial general liability insurance with coverage limits reasonably satisfactory to Grantor. Grantee will provide to Grantor certificates evidencing such insurance upon request. Grantee will indemnify, defend and hold harmless Grantor from any and all claims, liabilities, losses, demands, costs, expenses

(including attorney's fees), causes of action, damages, suits and judgments of any kind or nature that arise out of Grantee's use of the Defined Easement Area.

6. The Pipelines may only transport oil, gas and/or other hydrocarbons, and their constituents, byproducts and other substances that are mixed with, composed of, incidentally transported alongside with and/or related to hydrocarbons and/or any other substances that can be transported through a pipeline regardless of whether such substances are liquid, gaseous, solid or a mix thereof. The Access Easement may be used by the Grantee Parties for pedestrian and vehicular access necessary or convenient for exercising Grantee's rights and privileges under this Agreement. The Temporary Construction Easement and the Workspace Easement may be used for storing, staging, placing and operating of a Grantee Party's supplies, equipment, tools and materials consistent with the exercise of Grantee's rights and privileges under this Agreement. Nothing in this Agreement will be construed as requiring Grantee to install or operate any Facilities on the Property. If Grantee constructs any Facilities, Grantee, at its sole cost, will maintain the constructed Facilities in a manner consistent with the purposes for which such Facilities are used; provided, however, that Grantee will have no obligation to repair damage to the Defined Easement Area or any Facility caused by a Grantor Party.

7. Grantor releases Grantee for all damages to the real and personal property of Grantor arising out of or related to the initial construction of the Facilities and the performance of the Operations; provided, however, that after initial construction of the Facilities, Grantee will be obligated to pay Grantor for those damages to the real and personal property of Grantor that occur outside of the Pipeline Easement Area and arise out of, or are related to, the Operations.

8. Pipeline markers and cathodic protection test stations, if reasonably necessary for the operation of the Pipelines, may be placed by Grantee within the Pipeline Easement Area.

9. The terms and provisions of this Agreement will constitute covenants running with the land, burden the Property and be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, if Grantee fails to commence construction of the Pipelines on or before the date that is 365 days after the Effective Date, or if both of the Pipelines are removed from the Pipeline Easement Area and neither (a) construction of new pipelines is commenced within 10 years after said removal, nor (b) notice of Grantee's intent to construct new pipelines is given to Grantor within 9 years after said removal, the Easements and the encumbrance of the Property by the Easements will automatically terminate; provided, however, that such deadlines for commencing construction of the Pipelines and new pipelines, respectively, will be extended by the period of any delay caused by any strikes, labor disputes, lockouts, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, pandemic, epidemic or other public health emergency, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, war, terrorism (foreign or domestic), fire, accident, explosion, falling objects or other casualty, or other causes beyond the reasonable control of Grantee. The foregoing termination will be self-operative, without the execution of any further instruments, but upon request from Grantor, Grantee will execute and deliver to Grantor any reasonable instruments as Grantor may request in order to evidence such termination.

10. Grantor will assist and fully cooperate with Grantee (including signing in Grantor's name, if necessary), at no out of pocket expense to Grantor, in applying for, obtaining and complying with any land use permits and approvals, building permits, environmental reviews and any other permits, licenses, approvals and consents required or desired by Grantee that are related to the Operations or the Facilities or the financing of the same (collectively, the "Approvals"). Grantor will take no actions that would cause the Facilities to fail to comply with any applicable law, rule, regulation or Approval.

11. If either Party defaults in performance of an obligation under this Agreement, the non-defaulting Party will not have the right to exercise any remedies hereunder if the default is cured within 60 days after receiving written notice of such default specifying in detail the nature of the default (the "Notice of Default"); provided, however, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than 60 days to cure, then the non-defaulting Party will not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within 60 days of receipt of the Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Agreement, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party will be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default. **ANY ACTION FOR MONEY DAMAGES BY EITHER PARTY WILL BE LIMITED TO ACTUAL MONEY DAMAGES AND WILL NOT INCLUDE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

12. If and to the extent that (a) Grantor abandons or closes all or any portion of the public right-of-way for all or any portion of the ROW Property (as applicable, the "Abandoned ROW Property") at any time after the Effective Date, and (b) Grantor does not become the fee simple owner of the Abandoned ROW Property as a result of such abandonment or closure, Grantor will reserve or otherwise except from such abandonment or closure the portions of the Easements that encumber Grantor's interest in the Abandoned ROW Property (the "Affected ROW Property Easements"), such that Grantee's rights, interests and privileges in, to and under the Affected ROW Property Easements under this Agreement will not terminate or otherwise be adversely affected. If and to the extent that (a) Grantor abandons or closes the Abandoned ROW Property at any time after the Effective Date, and (b) Grantor becomes the fee simple owner of the Abandoned ROW Property as a result of such abandonment or closure, whether by right of reversion or otherwise, the Affected ROW Property Easements will automatically convert from rights of encroachment to easements and attach to and encumber the Abandoned ROW Property upon such abandonment or closure. If Grantor condemns all or any portion of the public right-of-way for all or any portion of the ROW Property (as applicable, the "Condemned ROW Property") at any time after the Effective Date, the portions of the Easements that encumber Grantor's interest in the Condemned ROW Property will automatically convert from rights of encroachment to easements and attach to and encumber the Condemned ROW Property upon such condemnation.

13. All notices and communications required or permitted under in this Agreement must be given in writing, and may be given by (i) personal delivery, in which case the notice will be deemed to be effective on the date of delivery, (ii) certified United States Mail, postage pre-

paid, in which case the notice will be deemed to be effective on the first to occur of (a) three days after deposit in the United States mail, or (b) written acceptance of delivery by the recipient, or (iii) delivery via a nationally recognized, overnight receipted courier service, in which case the notice will be deemed to be effective on the first to occur of (a) three days after deposit with such courier service, or (b) written acceptance of delivery by the recipient, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in a notice under this Paragraph):

Notice to Grantor: THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY
700 President Ronald Reagan Way, Suite 310
Nashville, TN 37210
Attn: Public Property Administration

With copies to:

Director of Law
108 Metro Courthouse
P.O. Box 196300
Nashville, TN 37219

Notice to Grantee: COLONIAL PIPELINE COMPANY
1000 Lake Street
Alpharetta, GA 30009
Attn: Right-of-Way and Land Department

If notice that otherwise fulfills the requirements of this Paragraph is rejected by the addressee, or if an addressee refuses to accept such notice, or if a change in address for which no notice was given causes the notice to be undeliverable, then the notice is effective upon the occurrence of such rejection, refusal or undeliverability. Any notice under this Agreement by a Party may be given by such Party's attorney on behalf of such Party.

14. If a Party is entitled to be reimbursed from the other Party pursuant to this Agreement, such reimbursement will be deemed due within 30 days of when the Party requesting reimbursement sends written notice that requests reimbursement unless this Agreement provides a specific date for when such reimbursement must be paid.

15. Any failure or delay by either Party at any time, or from time to time, to enforce or require strict performance of any of the terms of this Agreement will not constitute a waiver of such terms and will not affect or impair such terms in any way or affect or impair the right of such Party at any time to avail itself of any rights, powers or remedies available, or to enforce strict compliance with the terms of this Agreement.

16. This Agreement will be governed, interpreted and construed under the laws of the State of Tennessee without regard to its choice of law rules. This Agreement has been duly

authorized, executed and delivered by the Parties. Each Party represents and warrants to the other Party that the person executing this Agreement on such Party's behalf has all necessary and requisite authority to bind such Party. In the event any one or more terms of this Agreement is held to be invalid, unenforceable or illegal by a court or arbitrator of competent jurisdiction or by operation of any applicable law, such invalidity or unenforceability will not affect any other terms of this Agreement. As used in this Agreement, words of number or gender will be deemed to include all other numbers and genders, as the context may require. Both Parties had an opportunity to have this Agreement reviewed by legal counsel of their own choosing, and each Party has participated in the negotiation, drafting and preparation of this Agreement; therefore, in any interpretation or construction to be made of this Agreement, this Agreement will not be construed against either Party. Terms in this Agreement in "bold" type and/or all capital letters are unequivocal and satisfy any requirements at law or in equity that provisions be conspicuously marked, identified or highlighted.

17. This Agreement may be executed in any number of original counterparts, each of which will be deemed an original, but all of which when taken together will constitute one instrument.

18. Grantor acknowledges that the making, execution and delivery of this Agreement has been induced by no representation, statement, warranty or agreement other than those herein expressed. This Agreement embodies the entire understanding of the Parties relating to the subject matter of this Agreement, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the subject matter of this Agreement.

TO HAVE AND TO HOLD the Easements, together with all appurtenances and interests thereto, belonging to Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend the title to the Easements, together with all appurtenances and interests thereto, unto Grantee, its successors and assigns, and against the lawful claims of all persons whomsoever, except as to restrictions and easements currently of record, if any, until the Easements are released of record by Grantee, its successors or assigns.

The Remainder of This Page Intentionally Left Blank; Signatures Begin on Next Page

EXECUTED on the dates of the acknowledgements hereto, but effective for all purposes as of the Effective Date.

GRANTOR:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, _____, a Notary Public with authority to act in the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

GRANTEE:

COLONIAL PIPELINE COMPANY

By: Margaret T Blackwood

Name: Margaret T Blackwood

Title: Director, Right of Way
Lead Management & Public Affairs

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

PERSONALLY APPEARED BEFORE ME, Wendy Sullivan, a Notary Public with authority to act in the State and County aforesaid, Margaret Blackwood, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Director, ROW of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this 8th day of January 2024.

Wendy E. Sullivan
Notary Public

My Commission Expires: 11/12/25



STATE OF GEORGIA)
COUNTY OF FULTON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Mr. J.R.
AFFIANT

SUBSCRIBED and sworn to before me, this 8th day of January 2024.

Wendy E. Sullivan
Notary Public

My Commission Expires: 11/12/25

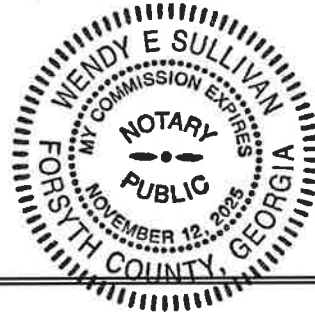


EXHIBIT A

Tract 1

Land in the First Civil District, City of Nashville, County of Davidson, State of Tennessee, being Lots No. 5, 12, 13 and 14 on the plan of Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, as of record in Plat Book 9700, Pages 986 and 987, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

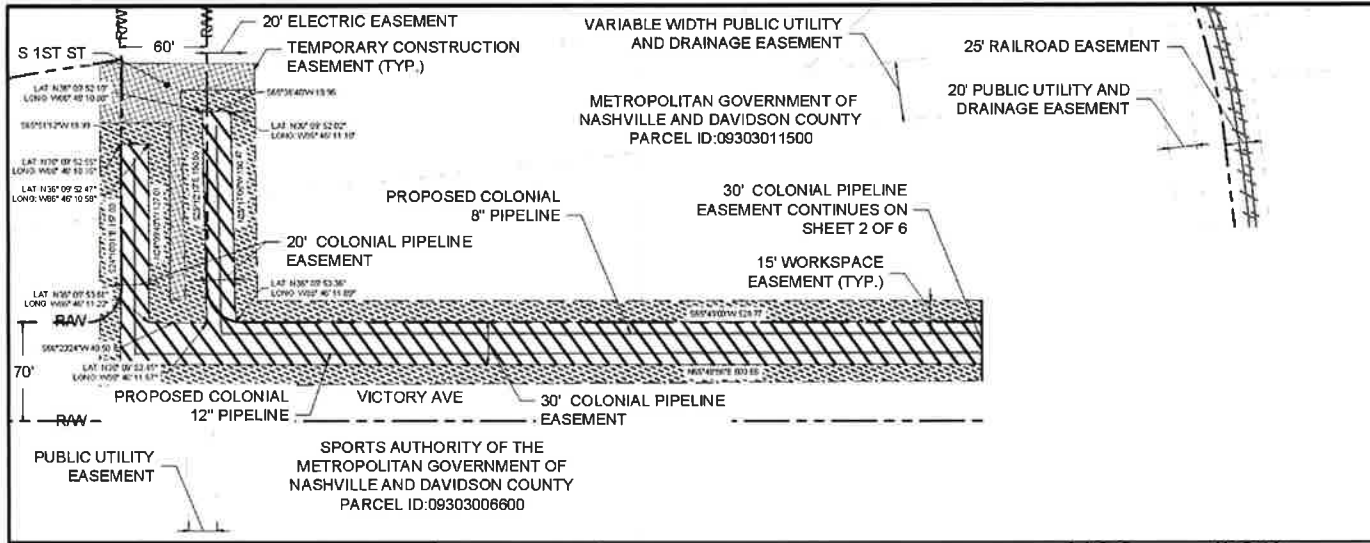
Being a portion of the property quitclaimed and conveyed to The Metropolitan Government of Nashville and Davidson County by Quitclaim Deed recorded as Instrument No. 20230901-0068581 in the Register's Office for Davidson County, Tennessee.

Tract 2

Land in Davidson County, Tennessee, being the areas of the public rights-of-way of the streets or portions thereof, including the respective intersections thereof, shown and labeled Russell Street, Shelby Avenue, South First Street, Titans Way and Victory Avenue on the plan of Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, as of record in Plat Book 9700, Pages 986 and 987, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

EXHIBIT B

[See Following Pages]

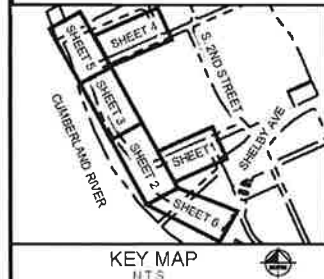
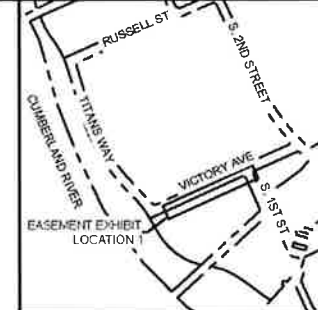
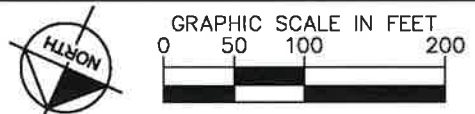


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.5422	23,620
TEMP. CONSTRUCTION EASEMENT	0.1042	4,541
WORKSPACE EASEMENT	0.6028	26,260


LEGEND

DOT RIGHT OF WAY	-----
PIPELINE EASEMENT	-----
RAILROAD TRACK	-----
EXISTING EASEMENT	-----
PROPOSED PIPELINE	-----

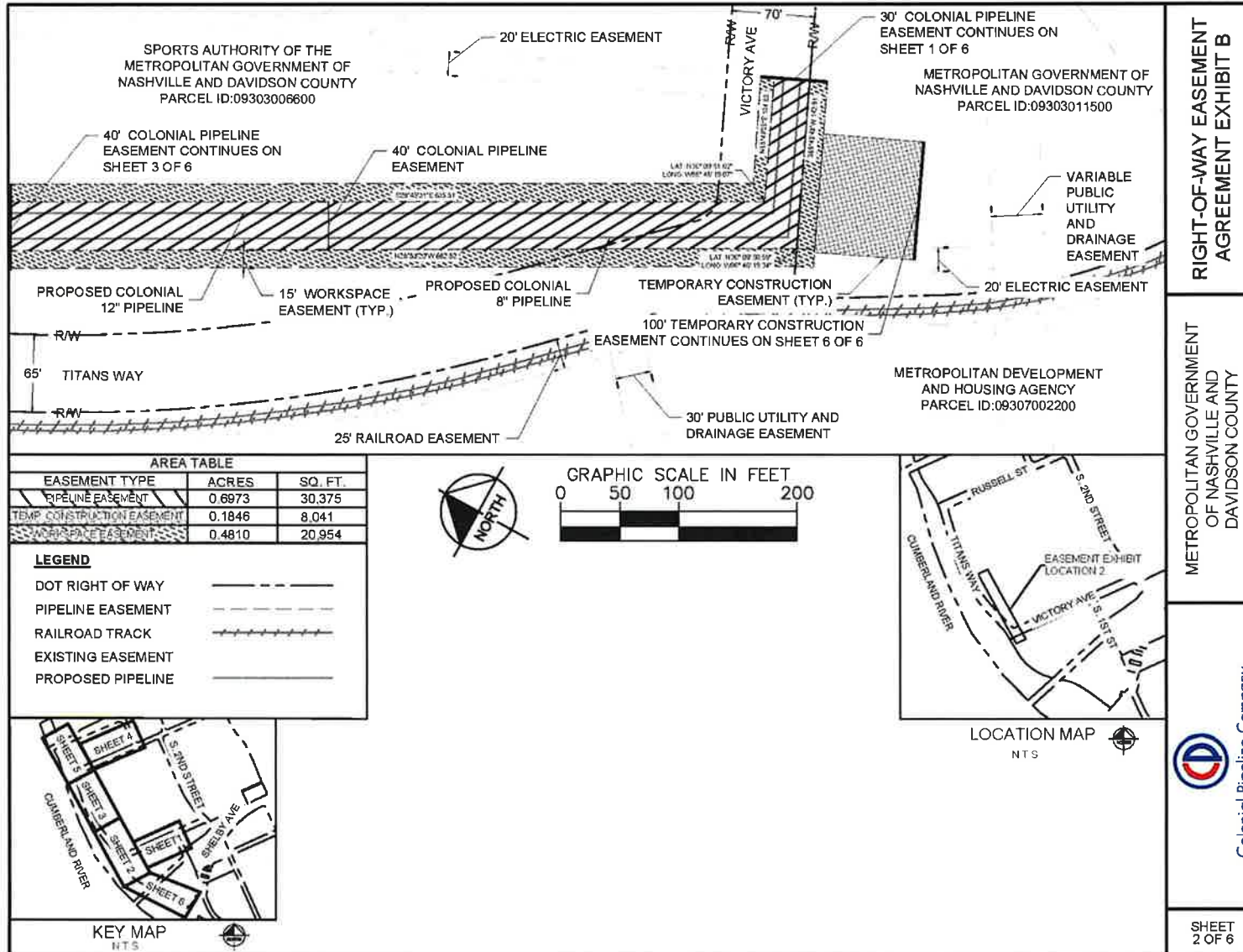


RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B

 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


 Colonial Pipeline Company

 SHEET 1 OF 6

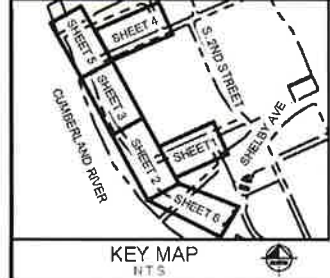
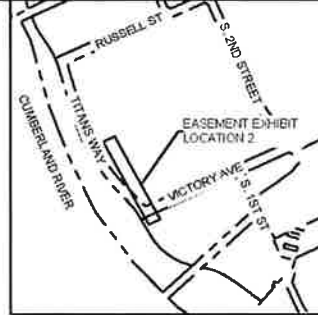
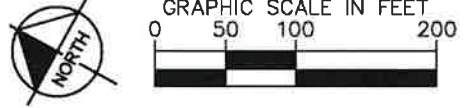


AREA TABLE

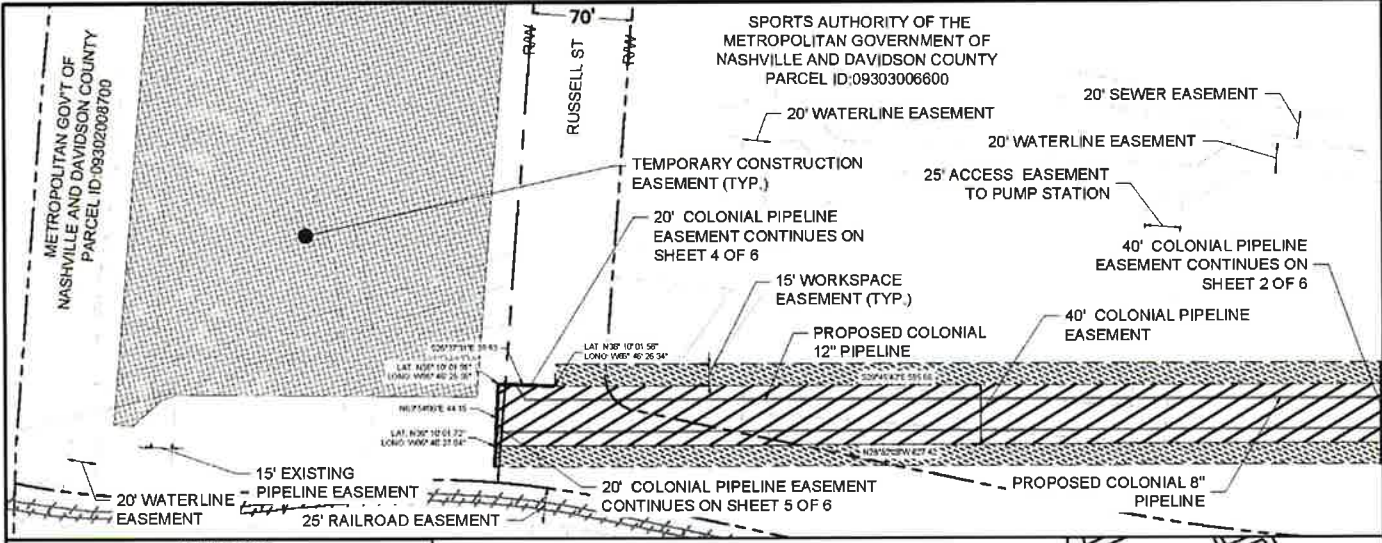
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.6973	30,375
TEMP. CONSTRUCTION EASEMENT	0.1846	8,041
WORKSPACE EASEMENT	0.4810	20,954

LEGEND

- DOT RIGHT OF WAY ———
- PIPELINE EASEMENT - - - - -
- RAILROAD TRACK - x x x x x
- EXISTING EASEMENT ———
- PROPOSED PIPELINE ———



RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 Colonial Pipeline Company
 SHEET 2 OF 6

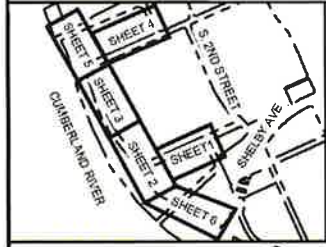
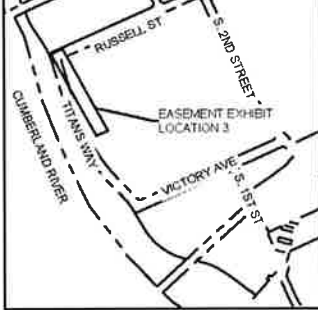
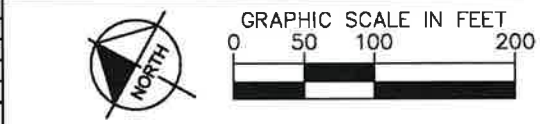


AREA TABLE

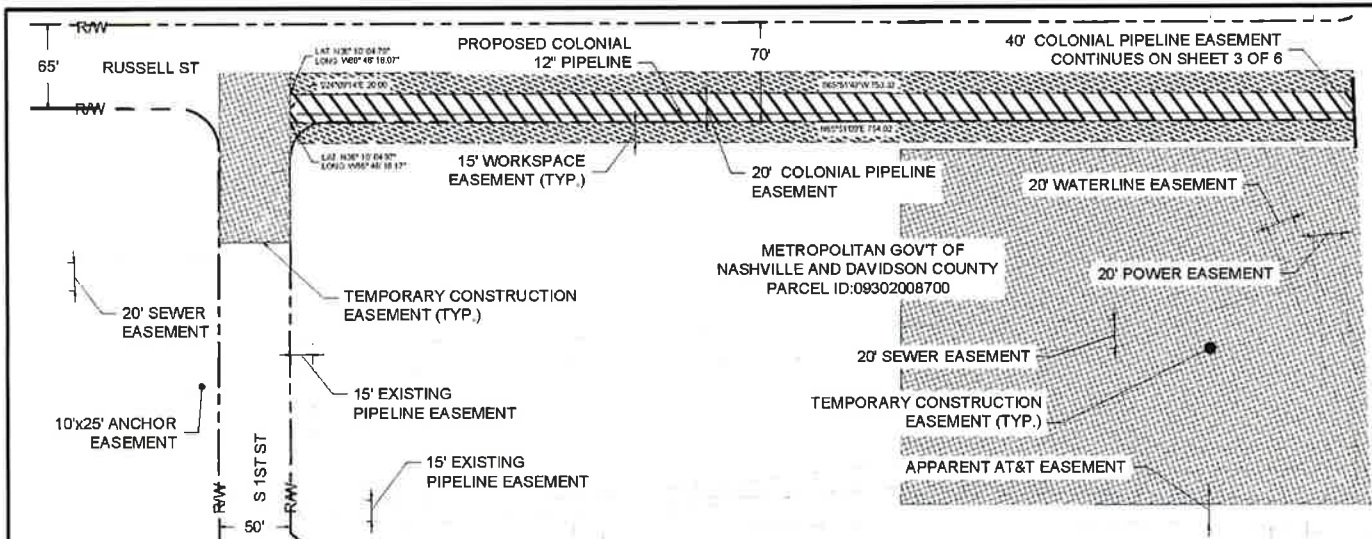
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.6082	26,494
TEMP. CONSTRUCTION EASEMENT	1.991	86,747
WORKSPACE EASEMENT	0.4177	18,187

LEGEND

DOT RIGHT OF WAY	---
PIPELINE EASEMENT	- - - - -
RAILROAD TRACK	⋯⋯⋯
EXISTING EASEMENT	— — — — —
PROPOSED PIPELINE	— — — — —



RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 Colonial Pipeline Company
 SHEET 3 OF 6

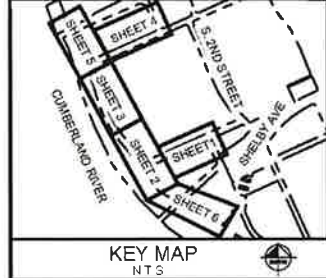
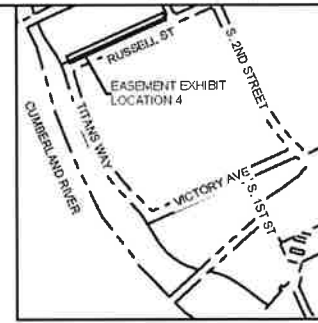
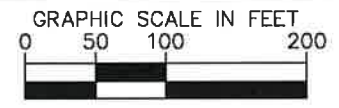


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.3449	15,026
TEMP. CONSTRUCTION EASEMENT	0.1315	5,728
WORKSPACE EASEMENT	0.5141	22,394

LEGEND

- DOT RIGHT OF WAY ————
- PIPELINE EASEMENT ————
- RAILROAD TRACK ————
- EXISTING EASEMENT ————
- PROPOSED PIPELINE ————

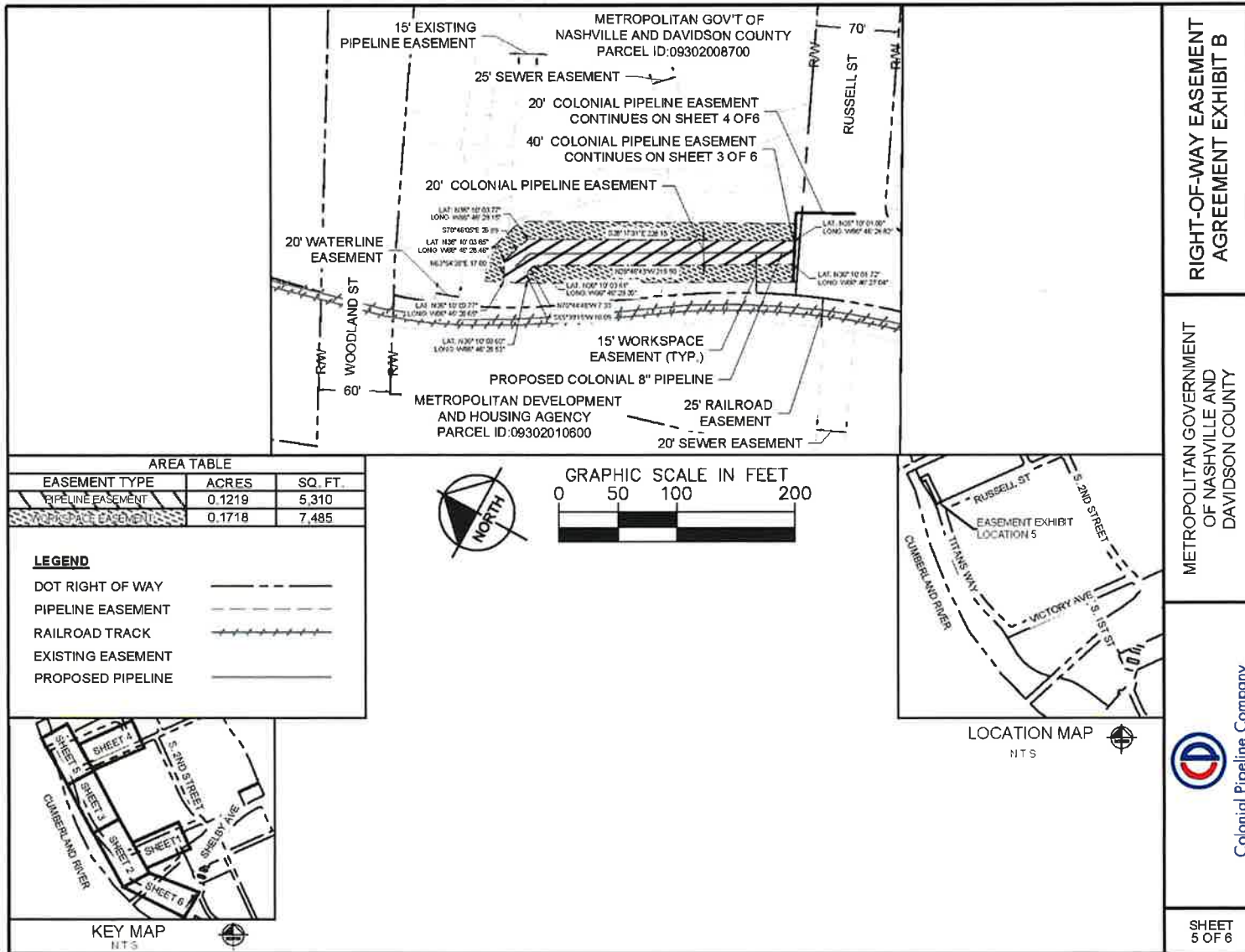


RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Colonial Pipeline Company

SHEET 4 OF 6

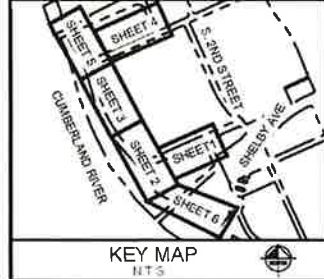
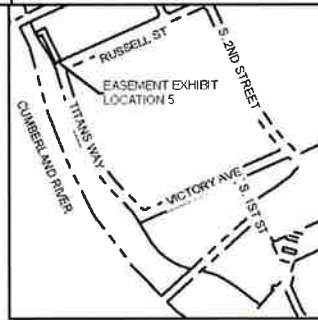
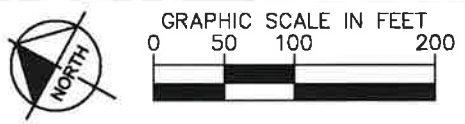


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.1219	5,310
WORKSPACE EASEMENT	0.1718	7,485

LEGEND

DOT RIGHT OF WAY	---
PIPELINE EASEMENT	----
RAILROAD TRACK	*****
EXISTING EASEMENT	----
PROPOSED PIPELINE	----

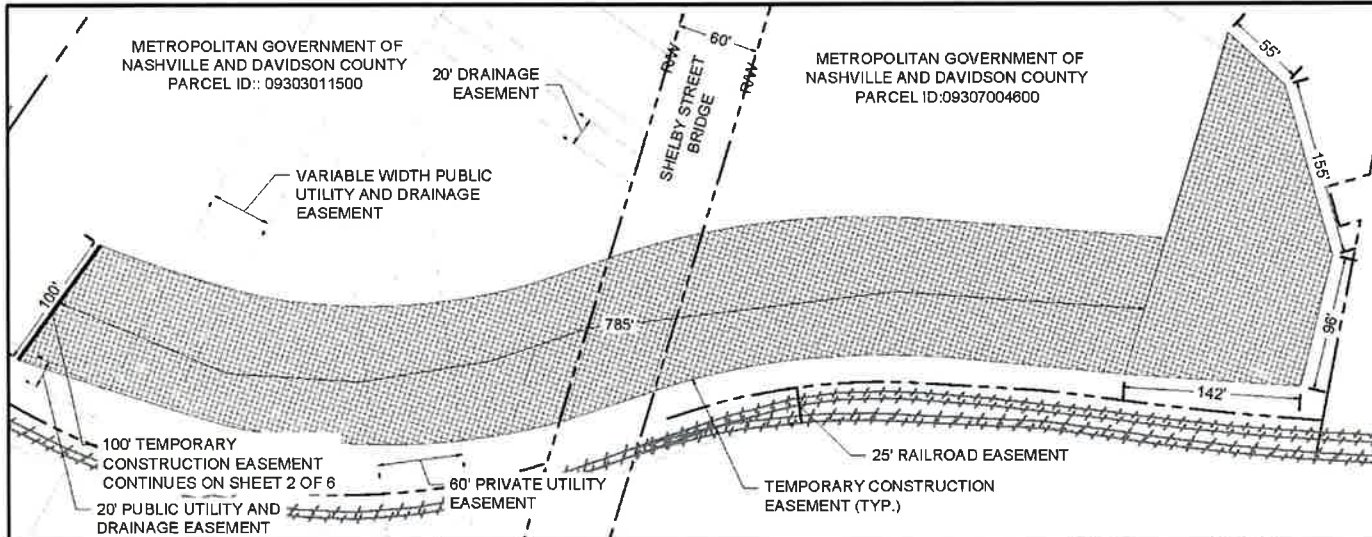


RIGHT-OF-WAY EASEMENT
AGREEMENT EXHIBIT B

METROPOLITAN GOVERNMENT
OF NASHVILLE AND
DAVIDSON COUNTY

Colonial Pipeline Company

SHEET
5 OF 6

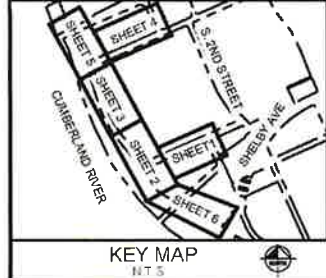
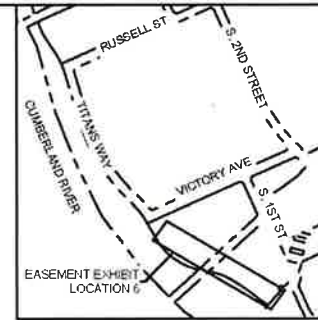
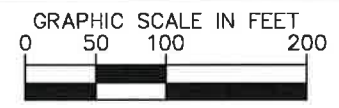


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
TEMP. CONSTRUCTION EASEMENT	2.277	99,210

LEGEND

DOT RIGHT OF WAY	---
PIPELINE EASEMENT	- - - - -
RAILROAD TRACK	⋈⋈⋈⋈⋈
EXISTING EASEMENT	---
PROPOSED PIPELINE	---



RIGHT-OF-WAY EASEMENT
AGREEMENT EXHIBIT B

METROPOLITAN GOVERNMENT
OF NASHVILLE AND
DAVIDSON COUNTY

Colonial Pipeline Company

SHEET
6 OF 6

This instrument prepared by:
Colonial Pipeline Company
1000 Lake Street
Alpharetta, Georgia 30009

STATE OF TENNESSEE §
 § ss. KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DAVIDSON §

RIGHT-OF-WAY EASEMENT AGREEMENT

This RIGHT-OF-WAY EASEMENT AGREEMENT (this "Agreement") is entered into as of the ___ day of _____, 2024 (the "Effective Date"), by and between **THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a public, nonprofit corporation created pursuant to The Tennessee Sports Authority Act of 1993 and by Substitute Resolution No. R95-029 of the Metropolitan County Council of The Metropolitan Government of Nashville and Davidson County, whose address is 730 2nd Avenue South, Nashville, Tennessee 37210 ("Grantor"); and **COLONIAL PIPELINE COMPANY**, a Delaware and Virginia corporation, with its principal office at 1000 Lake Street, Alpharetta, Georgia 30009 ("Grantee"). Grantor and Grantee are sometimes herein referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the land situated in Davidson County, Tennessee that is described on Exhibit A to this Agreement, which is appended hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantor is the owner of a professional sports stadium, parking lots and associated improvements and uses (the "Professional Sports Stadium") situated in part on the Property, and Grantor currently leases the Professional Sports Stadium to Tennessee Stadium, LLC, a Delaware limited liability company ("Tennessee Stadium"); and

WHEREAS, Grantee previously constructed and currently operates, inspects, and maintains two pipelines, being approximately eight and twelve inches in diameter, respectively, on, over, under, across and adjacent to property adjacent to the Property pursuant to the following documents: (i) a license with the Louisville and Nashville Railroad Company dated February 3, 1964; a city ordinance (Bill No. 63-104) having enjoyed its final reading on November 7, 1963 and approved on November 21, 1963; a city ordinance (Bill No. 76-180) having enjoyed its final reading on June 15, 1976 and approved on June 16, 1976; and a city ordinance (Bill No. 97-685) having enjoyed its final reading on April 1, 1997 and being approved on April 4, 1997; and

WHEREAS, Tennessee Football, LLC, a Delaware limited liability company (“Tennessee Football”), in conjunction with Tennessee Stadium and other parties, proposes to construct a replacement professional sports stadium, parking lots and associated improvements and uses (the “Replacement Professional Sports Stadium”) that will conflict with the current location of a portion of Grantee’s existing pipelines on property adjacent to the Property (the “Conflicting Existing Pipelines”); and

WHEREAS, Grantor, The Metropolitan Government of Nashville and Davidson County, a metropolitan government created in accordance with Title 7, Chapter 2 of Tennessee Code Annotated, Tennessee Football and Tennessee Stadium have requested that Grantee relocate the Conflicting Existing Pipelines by constructing new pipelines (sometimes herein referred to as the “Relocated Pipelines”) on the Property that are not in conflict with the Replacement Professional Sports Stadium; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of documenting the conveyance by Grantor to Grantee of a right-of-way easement, access easement and workspace easement for the purpose of, inter alia, constructing the Relocated Pipelines that will be installed and operated on the Property on the condition such Relocated Pipelines do not conflict with the Replacement Professional Sports Stadium;

NOW, THEREFORE for and in consideration of the foregoing premises, which are incorporated herein, the covenants and agreements herein contained, the mutual benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Grantor hereby GRANTS, CONVEYS, and WARRANTS to Grantee:

- (i) A right-of-way easement (the “Pipeline Easement”) to construct, install, maintain, inspect, operate, protect, repair, replace, change the size of and remove (collectively, the “Pipeline Operations”) a pipeline that is approximately eight inches in diameter and a pipeline that is approximately twelve inches in diameter (collectively, the “Pipelines”), together with above and below ground appurtenant facilities that are reasonably necessary for the safe and efficient operation of the Pipelines, including, without limitation, valves, junction boxes, pipeline markers and cathodic protection systems (such facilities, together with the Pipelines, the “Facilities”) on, over, under, through and across the portion of the Property identified as “COLONIAL PIPELINE EASEMENT” and more particularly described and depicted on Exhibit B to this Agreement, which is appended hereto and incorporated herein by reference (the “Easements Exhibit”);
- (ii) Together with the Pipeline Easement, those necessary rights of ingress, egress, entry and access over and across the Property as are reasonably necessary for Grantee’s exercise of the rights and privileges herein granted to Grantee with respect to the Pipeline Easement and the Workspace Easement (as hereinafter defined), provided that such ingress, egress, entry and access do not materially interfere with Grantor’s use and enjoyment of the Property (the “Access Easement”); and

- (iii) A non-exclusive workspace easement (the “Workspace Easement”) on, over, under, through and across the portion of the Property identified as “WORKSPACE EASEMENT” and more particularly described and depicted on the Easements Exhibit to be used for the purpose of conducting the Pipeline Operations during such periods of time as are reasonably necessary to conduct the Pipeline Operations; provided, however, that Grantee’s use of the Workspace Easement will be limited by Grantor’s paramount right to install substantial improvements in the area of the Workspace Easement (the “Workspace Easement Area”), at any time and from time to time, up to and including the entirety of the Workspace Easement Area. If Grantor constructs substantial improvements in the Workspace Easement Area, Grantee will be entitled to equitably adjust the location of the Workspace Easement Area during the conduct of the Pipeline Operations so long as such adjustment does not prevent or materially interfere with Grantor’s use and enjoyment of the Property. As used in this Agreement, “Operations” means: (a) the Pipeline Operations; and (b) any activities that may, from time to time, be reasonably necessary or desirable by Grantee in connection with Grantee’s pipelines on or near the Property, including the Pipelines, and/or the exercise of Grantee’s rights and privileges under this Agreement, which activities include, without limitation, surveying and environmental remediation of the Property.

It is further agreed as follows:

1. The right to use the Pipeline Easement, the Access Easement and the Workspace Easement (collectively, the “Easements”) will belong to Grantee, its agents, employees, designees, contractors, subcontractors, licensees, guests, invitees, successors and assigns, and all of those acting by or on behalf of Grantee in the performance of the Operations (each of such persons and entities, along with Grantee, being herein referred to as a “Grantee Party”).

2. Grantee, for itself and on behalf of each other Grantee Party, hereby expressly acknowledges and agrees that to the extent Grantee deems appropriate, Grantee has inspected and examined the portions on the Property on which the Pipeline Easement and the Workspace Easement are located (collectively, the “Defined Easement Area”). Grantee hereby further acknowledges and agrees that it is relying solely upon its inspections and that Grantee is acquiring the Easements on an “AS IS”, “WHERE IS” and “WITH ALL FAULTS” basis, without representations, warranties or covenants, express or implied, of any kind or nature from Grantor. In consideration of the Easements, Grantee hereby releases Grantor, its officers, agents, employees, independent contractors, invitees and affiliates, and their respective successors and assigns, from and waives any and all claims, causes of action, demands, liabilities, costs and expenses of any kind whatsoever (including, without limitation, reasonable attorney’s fees) arising out of or related to the Easements, except to the extent caused by the gross negligence or willful misconduct of Grantor or a breach by Grantor of Grantor’s covenants set forth in this Agreement.

3. The Easements do not include any rights not expressly set forth in this Agreement. Grantor, its agents, employees, designees, contractors, subcontractors, licenses, tenants, guests, invitees, successors and assigns, and all persons and entities claiming a right to use the Property by, through or under Grantor (each of such persons and entities, along with Grantor, being herein

referred to as a “Grantor Party”) will have the right to use and enjoy the Property for any and all purposes that do not interfere with the Easements or violate any laws, rules or regulations applicable to the Operations or the Facilities, and Grantor may grant other easements on the Property so long as such other easements do not interfere with Grantee’s use and enjoyment of the Easements or violate any laws, rules or regulations applicable to the Operations or the Facilities. Notwithstanding the previous sentence, Grantor Parties will not: (a) erect, construct, install, place or permit any permanent structure, house, building, fixture, billboard, water impoundment area or storage area within the area of the Pipeline Easement (the “Pipeline Easement Area”); (b) erect, construct, install, place or permit any utility line, whether above or below ground, within the Pipeline Easement Area that is longitudinally parallel with the adjacent portions of the boundary of the Pipeline Easement Area (a “Parallel Utility Line”); (c) place, store or permit any inflammable or hazardous materials within the Pipeline Easement Area; (d) excavate or otherwise change the grade of the land in the Pipeline Easement Area by more than one foot without the prior written consent of Grantee; (e) plant trees within the Pipeline Easement Area; or (f) erect, construct, place or permit any other obstruction within the Pipeline Easement Area that may, in Grantee’s reasonable judgment, interfere with the Operations or the Facilities. As used in this Agreement, the term, “Potential Encroachment Action”, means and includes any of the following: erecting, constructing, installing, placing, planting or permitting any pavement, parking lot, driveway, street, pedestrian motorized or non-motorized pathway, sidewalk, fence, utility line other than a Parallel Utility Line, whether above or below ground, utility facility, whether above or below ground, ornamental planting or vegetation within the Pipeline Easement Area. Grantee acknowledges that depending on the facts, circumstances and manner in which a Potential Encroachment Action is taken, such Potential Encroachment Action may not interfere with the Operations or the Facilities or violate any laws, rules or regulations applicable to the Operations or the Facilities. Nevertheless, no Grantor Party may take a Potential Encroachment Action without the prior written consent of Grantee; provided, however, that Grantee’s prior written consent will not be required for Grantor’s allowing to remain in place, without more, any pavement, parking lot, driveway, street, pedestrian motorized or non-motorized pathway, sidewalk, fence, utility line or facility, whether above or below ground, within the Pipeline Easement Area that exists on the Effective Date. All requests for Grantee’s prior written consent to a Potential Encroachment Action must be made by Grantor and must be in writing. If Grantor submits a written request for Grantee’s consent to a Potential Encroachment Action, Grantor will provide Grantee with such information and materials regarding such Potential Encroachment Action as Grantee may reasonably request to evaluate such Potential Encroachment Action and its impact on the Operations and the Facilities. If Grantee determines in its reasonable discretion that such Potential Encroachment Action will not interfere with the Operations or the Facilities or violate any laws, rules or regulations applicable to the Operations or the Facilities, the Parties will negotiate in good faith to approve the terms and conditions of a written agreement permitting such Potential Encroachment Action (an “Encroachment Agreement”), which approval will not be unreasonably withheld, conditioned or delayed by either Party. If the Parties execute and deliver an Encroachment Agreement with respect to a Potential Encroachment Action, such Potential Encroachment Action may be taken in accordance with the terms and conditions of such Encroachment Agreement. Notwithstanding anything to the contrary contained herein, Grantor Parties may construct and install utility lines other than Parallel Utility Lines, whether above or below ground, across the Pipeline Easement Area at an angle as close to 90 degrees as possible; provided, however, that Grantor will reimburse Grantee for any expenses that may be incurred

by Grantee in making any alterations, modifications or relocations of the Facilities that may, in Grantee's reasonable judgment, be necessary as a result of any such construction or installation.

4. Grantee will have the right to trim, prune, remove, mow and otherwise control all vegetation and hazards now or hereafter existing within the Pipeline Easement Area in order to prevent the endangerment of the Facilities. For avoidance of ambiguity, Grantee will have the right to remove all trees now or hereafter existing within the Pipeline Easement Area.

5. Except in the case of emergencies and except to the extent Grantee has commenced work prior to the Effective Date, at least 30 days prior to commencing any work in the Defined Easement Area, Grantee will notify Grantor in writing of the expected date of commencement. Grantee will pay, when due, all claims for labor or materials furnished to or for Grantee for use in improving the Defined Easement Area. Grantee will not permit any mechanics' or materialmen's liens to be levied against the Property arising out of work or services claimed to have been performed, materials claimed to have been furnished or obligations claimed to have been performed on the Property by or at the request of Grantee. During any construction in the Defined Easement Area, Grantee will require its contractors and subcontractors performing work on any portion of the Property to name Grantor as an additional insured on their respective liability insurance policies. At a minimum, Grantee will require that all contractors and subcontractors performing work on any portion of the Property maintain commercial general liability insurance with coverage limits reasonably satisfactory to Grantor. Grantee will provide to Grantor certificates evidencing such insurance upon request. Grantee will indemnify, defend and hold harmless Grantor from any and all claims, liabilities, losses, demands, costs, expenses (including attorney's fees), causes of action, damages, suits and judgments of any kind or nature that arise out of Grantee's use of the Defined Easement Area.

6. The Pipelines may only transport oil, gas and/or other hydrocarbons, and their constituents, byproducts and other substances that are mixed with, composed of, incidentally transported alongside with and/or related to hydrocarbons and/or any other substances that can be transported through a pipeline regardless of whether such substances are liquid, gaseous, solid or a mix thereof. The Access Easement may be used by the Grantee Parties for pedestrian and vehicular access necessary or convenient for exercising Grantee's rights and privileges under this Agreement. The Workspace Easement may be used for storing, staging, placing and operating of a Grantee Party's supplies, equipment, tools and materials consistent with the exercise of Grantee's rights and privileges under this Agreement. Nothing in this Agreement will be construed as requiring Grantee to install or operate any Facilities on the Property. If Grantee constructs any Facilities, Grantee, at its sole cost, will maintain the constructed Facilities in a manner consistent with the purposes for which such Facilities are used; provided, however, that Grantee will have no obligation to repair damage to the Defined Easement Area or any Facility caused by a Grantor Party.

7. Grantor releases Grantee for all damages to the real and personal property of Grantor arising out of or related to the initial construction of the Facilities and the performance of the Operations; provided, however, that after initial construction of the Facilities, Grantee will be obligated to pay Grantor for those damages to the real and personal property of Grantor that occur outside of the Pipeline Easement Area and arise out of, or are related to, the Operations.

8. Pipeline markers and cathodic protection test stations, if reasonably necessary for the operation of the Pipelines, may be placed by Grantee within the Pipeline Easement Area.

9. The terms and provisions of this Agreement will constitute covenants running with the land, burden the Property and be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, if Grantee fails to commence construction of the Pipelines on or before the date that is 365 days after the Effective Date, or if both of the Pipelines are removed from the Pipeline Easement Area and neither (a) construction of new pipelines is commenced within 10 years after said removal, nor (b) notice of Grantee's intent to construct new pipelines is given to Grantor within 9 years after said removal, the Easements and the encumbrance of the Property by the Easements will automatically terminate; provided, however, that such deadlines for commencing construction of the Pipelines and new pipelines, respectively, will be extended by the period of any delay caused by any strikes, labor disputes, lockouts, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, pandemic, epidemic or other public health emergency, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, war, terrorism (foreign or domestic), fire, accident, explosion, falling objects or other casualty, or other causes beyond the reasonable control of Grantee. The foregoing termination will be self-operative, without the execution of any further instruments, but upon request from Grantor, Grantee will execute and deliver to Grantor any reasonable instruments as Grantor may request in order to evidence such termination.

10. Grantor will assist and fully cooperate with Grantee (including signing in Grantor's name, if necessary), at no out of pocket expense to Grantor, in applying for, obtaining and complying with any land use permits and approvals, building permits, environmental reviews and any other permits, licenses, approvals and consents required or desired by Grantee that are related to the Operations or the Facilities or the financing of the same (collectively, the "Approvals"). Grantor will take no actions that would cause the Facilities to fail to comply with any applicable law, rule, regulation or Approval.

11. If either Party defaults in performance of an obligation under this Agreement, the non-defaulting Party will not have the right to exercise any remedies hereunder if the default is cured within 60 days after receiving written notice of such default specifying in detail the nature of the default (the "Notice of Default"); provided, however, that if the nature of the default requires, in the exercise of commercially reasonable diligence, more than 60 days to cure, then the non-defaulting Party will not have the right to exercise any remedies hereunder so long as the defaulting Party commences performance of the cure within 60 days of receipt of the Notice of Default and thereafter completes such cure with commercially reasonable diligence. Subject to the limitations set forth in this Agreement, should a default remain uncured beyond the applicable cure periods, the non-defaulting Party will be entitled to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default. **ANY ACTION FOR MONEY DAMAGES BY EITHER PARTY WILL BE LIMITED TO ACTUAL MONEY DAMAGES AND WILL NOT INCLUDE SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

12. If a portion of a public right-of-way within the area identified as “COLONIAL PIPELINE EASEMENT” on the Easements Exhibit that is not within the Pipeline Easement Area (such portion of such public right-of-way being herein referred to as the “Additional Pipeline Easement Property” and the area of the Additional Pipeline Easement Property being herein referred to as the “Additional Pipeline Easement Area”) reverts to Grantor as a result of the abandonment or closure of such portion of such public right-of-way at any time after the Effective Date, such that Grantor becomes the fee simple owner of the Additional Pipeline Easement Property, then upon such abandonment or closure, (a) the Pipeline Easement will automatically attach to and encumber the Additional Pipeline Easement Property, (b) as used in this Agreement, the term, Property, will be deemed to include the Additional Pipeline Easement Property, and (c) as used in this Agreement, the term, Pipeline Easement Area, will be deemed to include the Additional Pipeline Easement Area. If a portion of a public right-of-way within the area identified as “WORKSPACE EASEMENT” on the Easements Exhibit that is not within the Workspace Easement Area (such portion of such public right-of-way being herein referred to as the “Additional Workspace Easement Property” and the area of the Additional Workspace Easement Property being herein referred to as the “Additional Workspace Easement Area”) reverts to Grantor as a result of the abandonment or closure of such portion of such public right-of-way at any time after the Effective Date, such that Grantor becomes the fee simple owner of the Additional Workspace Easement Property, then upon such abandonment or closure, (a) the Workspace Easement will automatically attach to and encumber the Additional Workspace Easement Property, (b) as used in this Agreement, the term, Property, will be deemed to include the Additional Workspace Easement Property, and (c) as used in this Agreement, the term, Workspace Easement Area, will be deemed to include the Additional Workspace Easement Area.

13. All notices and communications required or permitted under in this Agreement must be given in writing, and may be given by (i) personal delivery, in which case the notice will be deemed to be effective on the date of delivery, (ii) certified United States Mail, postage pre-paid, in which case the notice will be deemed to be effective on the first to occur of (a) three days after deposit in the United States mail, or (b) written acceptance of delivery by the recipient, or (iii) delivery via a nationally recognized, overnight receipted courier service, in which case the notice will be deemed to be effective on the first to occur of (a) three days after deposit with such courier service, or (b) written acceptance of delivery by the recipient, in each case delivered to the Parties at their respective addresses listed below (or at such other address as either may specify to the other in a notice under this Paragraph):

Notice to Grantor: THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
730 2nd Avenue South
Nashville, TN 37210

With copies to:

Director of Law
108 Metro Courthouse
P.O. Box 196300
Nashville, TN 37219

Notice to Grantee: COLONIAL PIPELINE COMPANY
1000 Lake Street
Alpharetta, GA 30009
Attn: Right-of-Way and Land Department

If notice that otherwise fulfills the requirements of this Paragraph is rejected by the addressee, or if an addressee refuses to accept such notice, or if a change in address for which no notice was given causes the notice to be undeliverable, then the notice is effective upon the occurrence of such rejection, refusal or undeliverability. Any notice under this Agreement by a Party may be given by such Party's attorney on behalf of such Party.

14. If a Party is entitled to be reimbursed from the other Party pursuant to this Agreement, such reimbursement will be deemed due within 30 days of when the Party requesting reimbursement sends written notice that requests reimbursement unless this Agreement provides a specific date for when such reimbursement must be paid.

15. Any failure or delay by either Party at any time, or from time to time, to enforce or require strict performance of any of the terms of this Agreement will not constitute a waiver of such terms and will not affect or impair such terms in any way or affect or impair the right of such Party at any time to avail itself of any rights, powers or remedies available, or to enforce strict compliance with the terms of this Agreement.

16. This Agreement will be governed, interpreted and construed under the laws of the State of Tennessee without regard to its choice of law rules. This Agreement has been duly authorized, executed and delivered by the Parties. Each Party represents and warrants to the other Party that the person executing this Agreement on such Party's behalf has all necessary and requisite authority to bind such Party. In the event any one or more terms of this Agreement is held to be invalid, unenforceable or illegal by a court or arbitrator of competent jurisdiction or by operation of any applicable law, such invalidity or unenforceability will not affect any other terms of this Agreement. As used in this Agreement, words of number or gender will be deemed to include all other numbers and genders, as the context may require. Both Parties had an opportunity to have this Agreement reviewed by legal counsel of their own choosing, and each Party has participated in the negotiation, drafting and preparation of this Agreement; therefore, in any interpretation or construction to be made of this Agreement, this Agreement will not be construed against either Party. Terms in this Agreement in "bold" type and/or all capital letters are unequivocal and satisfy any requirements at law or in equity that provisions be conspicuously marked, identified or highlighted.

17. This Agreement may be executed in any number of original counterparts, each of which will be deemed an original, but all of which when taken together will constitute one instrument.

18. Grantor acknowledges that the making, execution and delivery of this Agreement has been induced by no representation, statement, warranty or agreement other than those herein expressed. This Agreement embodies the entire understanding of the Parties relating to the subject matter of this Agreement, and there are no further agreements or understandings, written or oral, in effect between the Parties relating to the subject matter of this Agreement.

TO HAVE AND TO HOLD the Easements, together with all appurtenances and interests thereto, belonging to Grantee, its successors and assigns, forever, and Grantor does hereby bind itself and its successors and assigns to warrant and forever defend the title to the Easements, together with all appurtenances and interests thereto, unto Grantee, its successors and assigns, and against the lawful claims of all persons whomsoever, except as to restrictions and easements currently of record, if any, until the Easements are released of record by Grantee, its successors or assigns.

The Remainder of This Page Intentionally Left Blank; Signatures Begin on Next Page

EXECUTED on the dates of the acknowledgements hereto, but effective for all purposes as of the Effective Date.

GRANTOR:

THE SPORTS AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

PERSONALLY APPEARED BEFORE ME, _____, a Notary Public with authority to act in the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the _____ of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

GRANTEE:

COLONIAL PIPELINE COMPANY

By: Meg 2 B

Name: Margaret T Blackwood

Title: Director, Row, Lead Management & Public Affairs

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

PERSONALLY APPEARED BEFORE ME, Wendy Sullivan, a Notary Public with authority to act in the State and County aforesaid, Margaret Blackwood, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the Director, Row of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS MY HAND, at office, this 8th day of January 2024.

Wendy E. Sullivan
Notary Public

My Commission Expires: 11/12/25



STATE OF GEORGIA)
COUNTY OF FULTON)

The actual consideration or value, whichever is greater, for this transfer is One Hundred Thousand and 00/100 Dollars (\$100,000.00).

Meg 2. B
AFFIANT

SUBSCRIBED and sworn to before me, this 8th day of January 2024.

Wendy E. Sullivan
Notary Public

My Commission Expires: 11/12/25

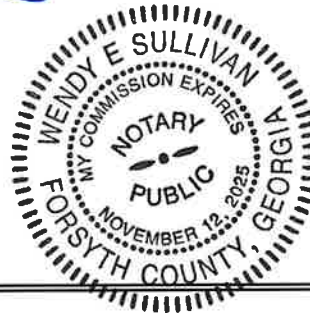


EXHIBIT A

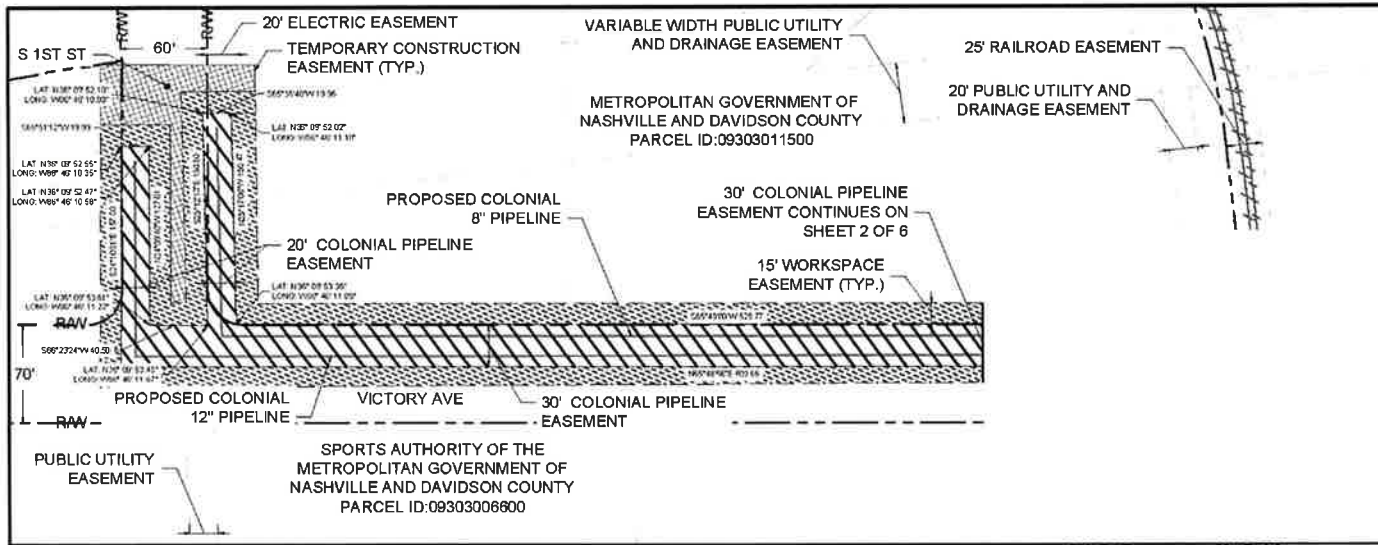
Land in the First Civil District, City of Nashville, County of Davidson, State of Tennessee, being Lot No. 8 on the plan of Phase Two Subdivision Plat, Tennessee NFL Stadium, East Bank Redevelopment Plan, as of record in Plat Book 9700, Pages 986 and 987, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete legal description.

LESS AND EXCEPT that portion of said Lot No. 8 quitclaimed and conveyed from The Sports Authority of The Metropolitan Government of Nashville and Davidson County to The Metropolitan Government of Nashville and Davidson County by Quitclaim Deed recorded as Instrument No. 20230901-0068581 in the Register's Office for Davidson County, Tennessee, to which Quitclaim Deed reference is hereby made for a more complete legal description of such portion of said Lot No. 8.

Being a portion of the property conveyed to The Sports Authority of The Metropolitan Government of Nashville and Davidson County by Warranty Deed recorded in Book 11619, Page 509, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

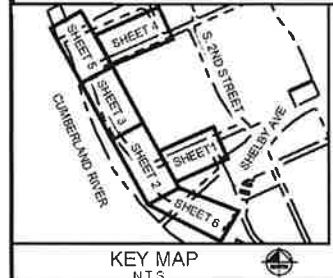
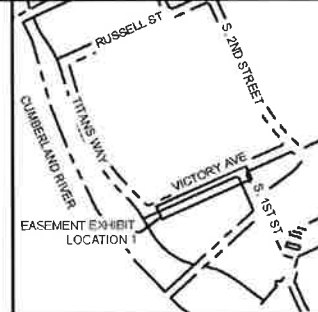
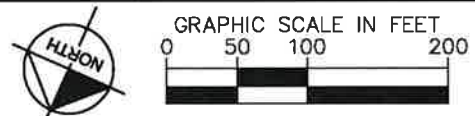
[See Following Pages]



AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.5422	23,620
TEMP. CONSTRUCTION EASEMENT	0.1042	4,541
WORKSPACE EASEMENT	0.6028	26,260

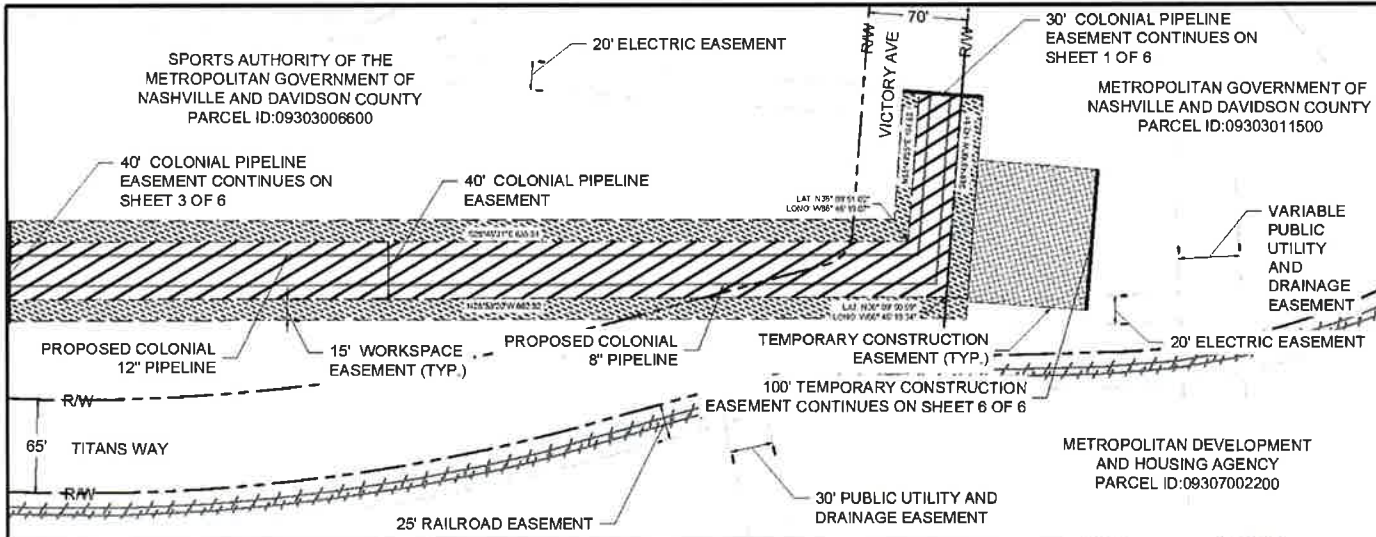
LEGEND

- DOT RIGHT OF WAY
- PIPELINE EASEMENT
- RAILROAD TRACK
- EXISTING EASEMENT
- PROPOSED PIPELINE



RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

 Colonial Pipeline Company
 SHEET 1 OF 6

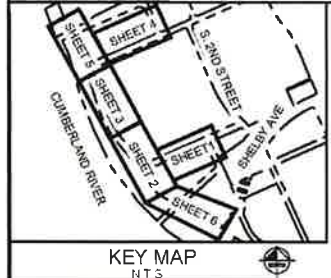
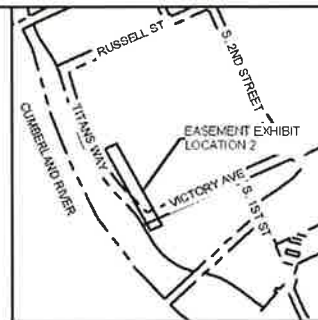
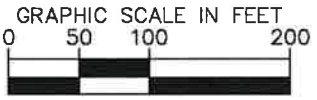


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.6973	30,375
TEMP. CONSTRUCTION EASEMENT	0.1846	8,041
WORKSPACE EASEMENT	0.4810	20,954

LEGEND

DOT RIGHT OF WAY	---
PIPELINE EASEMENT	- - - - -
RAILROAD TRACK	XXXXXXX
EXISTING EASEMENT	_____
PROPOSED PIPELINE	_____

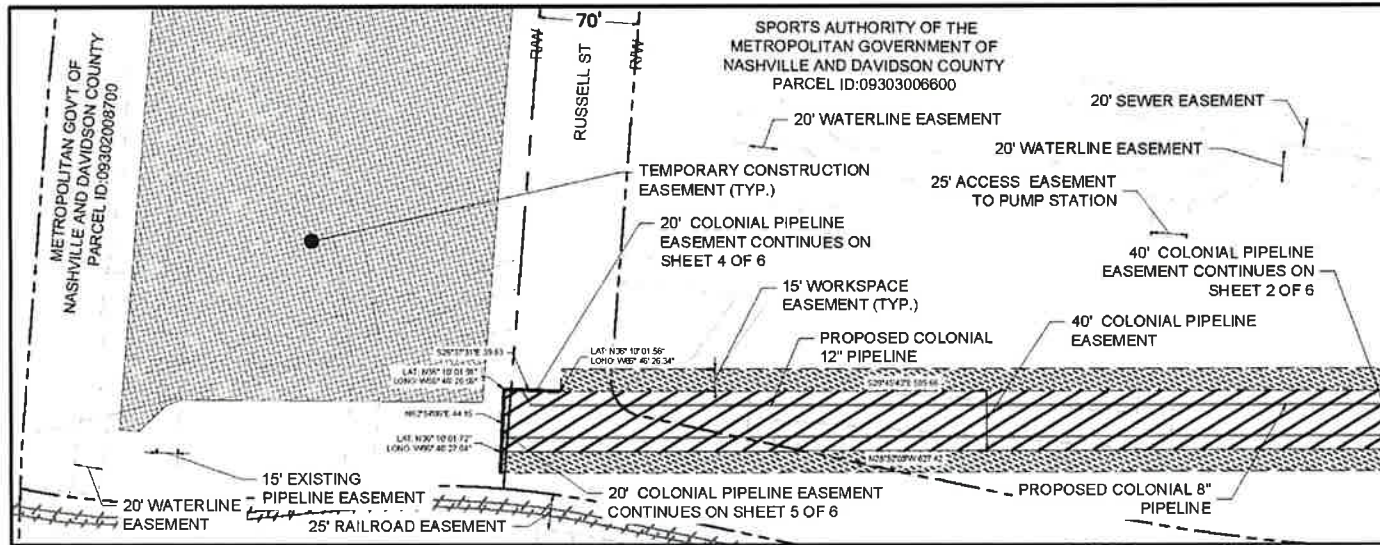


RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



SHEET 2 OF 6

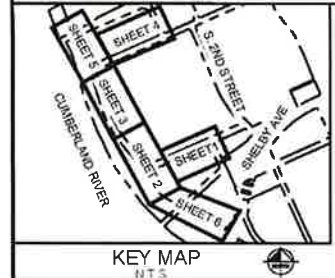
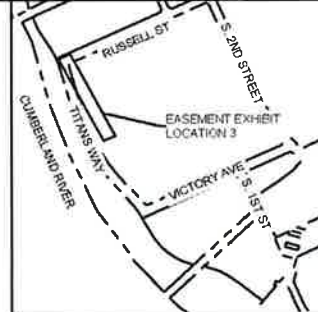
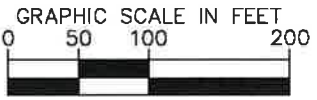


AREA TABLE

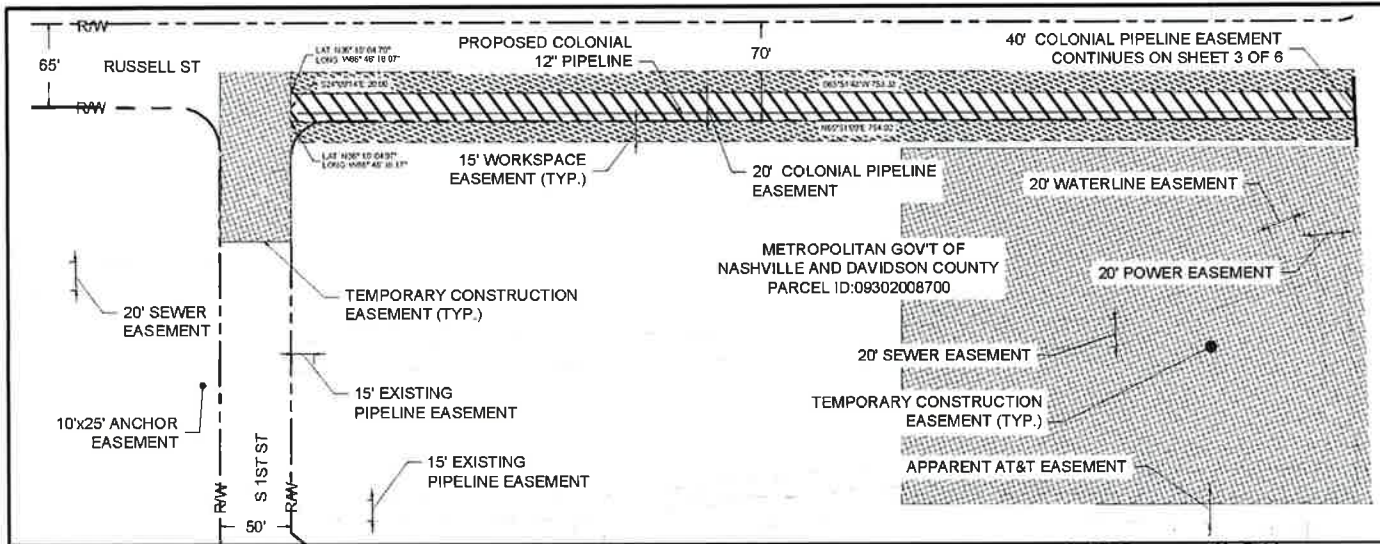
EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.6082	26,494
TEMP. CONSTRUCTION EASEMENT	1.991	86,747
WORKSPACE EASEMENT	0.4177	18,187

LEGEND

DOT RIGHT OF WAY	-----
PIPELINE EASEMENT	-----
RAILROAD TRACK	-----
EXISTING EASEMENT	-----
PROPOSED PIPELINE	-----



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
 Colonial Pipeline Company
 SHEET 3 OF 6

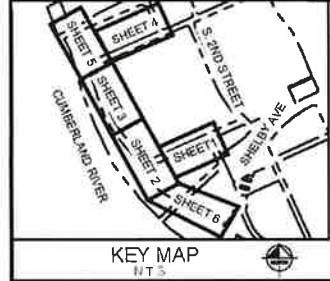
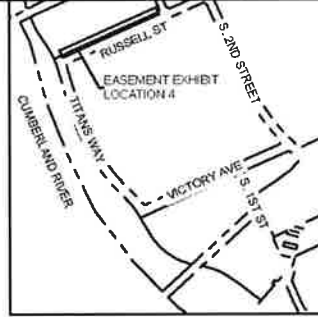
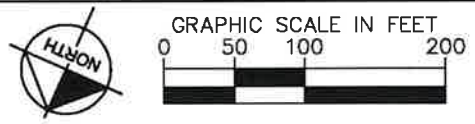


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.3449	15,026
TEMP. CONSTRUCTION EASEMENT	0.1315	5,728
WORKSPACE EASEMENT	0.5141	22,394

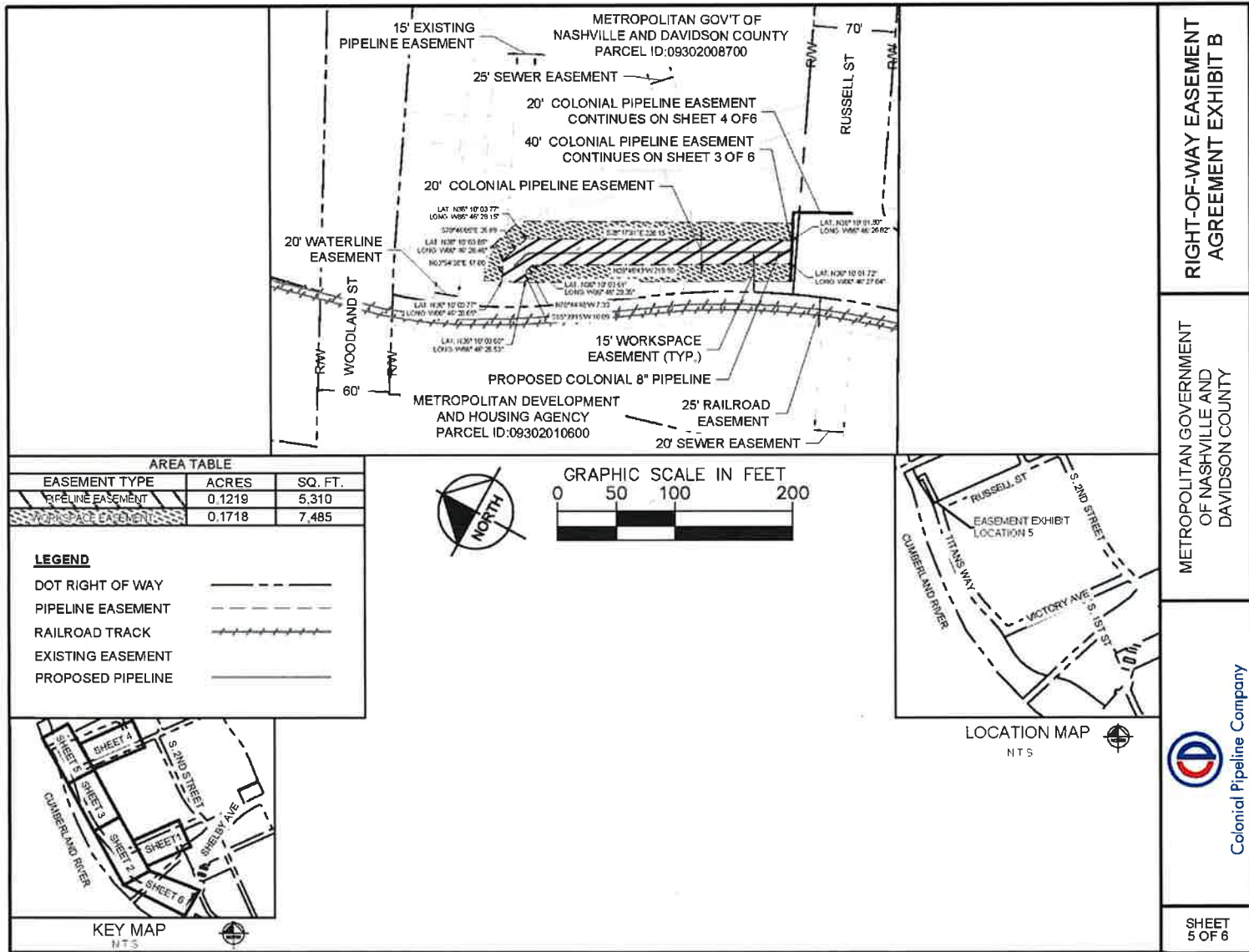
LEGEND

- DOT RIGHT OF WAY ———
- PIPELINE EASEMENT - - - - -
- RAILROAD TRACK - + + + + -
- EXISTING EASEMENT ———
- PROPOSED PIPELINE ———



RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B
 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

 Colonial Pipeline Company
 SHEET 4 OF 6

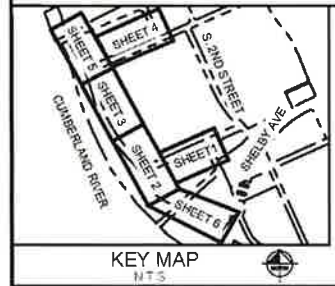
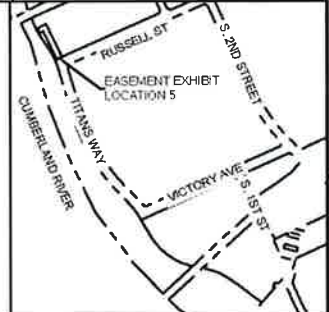
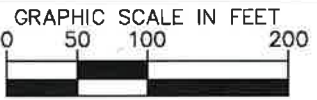


AREA TABLE

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE EASEMENT	0.1219	5,310
WORKSPACE EASEMENT	0.1718	7,485

LEGEND

- DOT RIGHT OF WAY ————
- PIPELINE EASEMENT - - - - -
- RAILROAD TRACK - + - + - +
- EXISTING EASEMENT ————
- PROPOSED PIPELINE ————

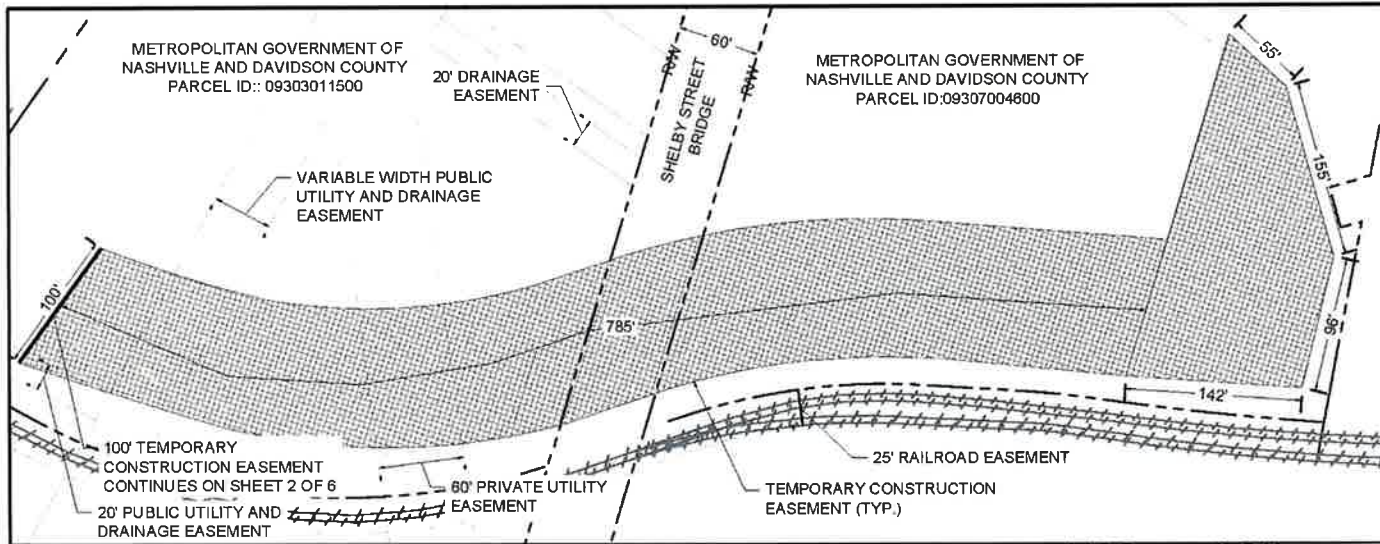


RIGHT-OF-WAY EASEMENT AGREEMENT EXHIBIT B

 METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY


 Colonial Pipeline Company

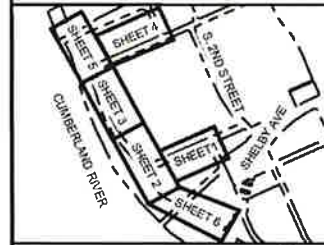
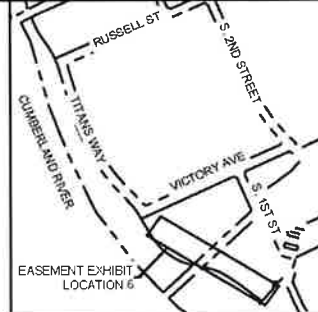
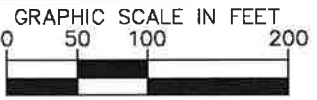
 SHEET 5 OF 6



AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
TEMP. CONSTRUCTION EASEMENT	2.277	99,210

LEGEND

DOT RIGHT OF WAY	———
PIPELINE EASEMENT	- - - - -
RAILROAD TRACK	—————
EXISTING EASEMENT	—————
PROPOSED PIPELINE	—————



KEY MAP
N.T.S.

RIGHT-OF-WAY EASEMENT
AGREEMENT EXHIBIT B

METROPOLITAN GOVERNMENT
OF NASHVILLE AND
DAVIDSON COUNTY



SHEET
6 OF 6