



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

August 23, 2022

To: Ronald Colter, Metro Public Property Administration

**Re: PNG EASEMENT - MURPHY ROAD
Planning Commission Mandatory Referral #2022M-111ES-001
Council District #24 Kathleen Murphy, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for approval for the granting of a permanent easement to Piedmont Natural Gas Co. on certain property owned by the Metropolitan Government located at 4601 Murphy Road (Parcel No. 10307007500) (Proposal No. 2022M-111ES-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

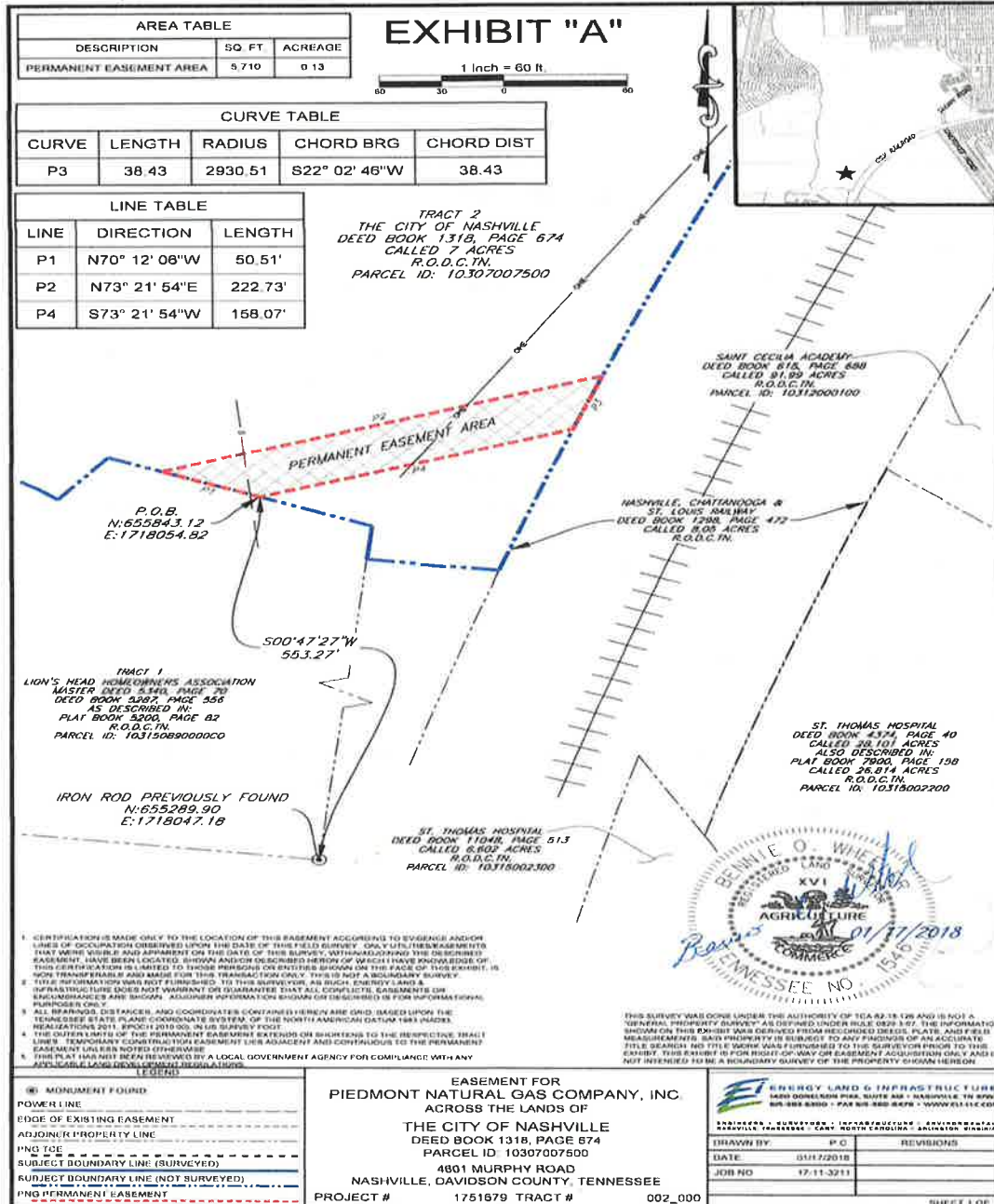
Sincerely,

A handwritten signature in blue ink, appearing to read 'Lisa Milligan'.

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: *Metro Clerk*

Re: PNG EASEMENT - MURPHY ROAD
Planning Commission Mandatory Referral #2022M-111ES-001
Council District #24 Kathleen Murphy, Council Member

A request for approval for the granting of a permanent easement to Piedmont Natural Gas Co. on certain property owned by the Metropolitan Government located at 4601 Murphy Road (Parcel No. 10307007500) (Proposal No. 2022M-111ES-001).



EASEMENT

Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210
Prepared By: Croft and Associates LLC, 4711 Trousdale Drive, Suite 121, Nashville, TN 37220

STATE OF TENNESSEE
COUNTY OF DAVIDSON
PARCEL ID #: 103-07-0-075.00

LINE NO. MCCABE
PROJECT TRACT NO. 002
PROJECT NO. 1751679

THIS "EASEMENT" is made and granted as of this ____ day of _____, 2022, from **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ("Grantor"**, whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Davidson, Tennessee, as more particularly described in the instrument recorded in Deed Book 1318, Page 674, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Thirty-Nine Thousand Dollars (\$39,000.00), the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns the following easement(s) and right(s) of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as **Exhibit A** and incorporated herein by reference (the "**Survey**").

Pipeline Easement. A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Pipeline Easement" on the Survey (the "**Pipeline Easement Area**") for purposes of constructing, installing, maintaining, operating, repairing, altering, replacing, removing, relocating, inspecting, upgrading, and protecting one or more pipelines (which pipelines shall be underground) and appurtenant facilities (including, without limitation: at or below grade valves and anode beds; and above ground markers, cathodic protection equipment, bollards) for the transportation of natural gas.

For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described above and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described above and as depicted on the Survey.

Piedmont's Use. Piedmont shall have all rights necessary or convenient for the full use and enjoyment of the Easement(s) herein granted, including, without limitation: (1) reasonable access across the Property to and from the Easement Areas, and (2) the right, but not the obligation, to clear and keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "**Obstructions**"). Some or all of the natural gas pipelines and appurtenant facilities (collectively, as described and permitted in the Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Piedmont and may be removed by it at any time and from time to time.

Grantor's Reservation of Rights. Grantor reserves the right to use the Property and Easement Areas for all purposes that do not unreasonably interfere with the rights granted herein and that are not inconsistent with any applicable federal, state, or local law, rule, or regulation. Grantor may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Grantor has obtained prior written approval from Piedmont, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Grantor shall not: (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Grantor, Piedmont, the general public, private or personal property, or the Facilities; or (3) install or maintain, or permit to be installed or maintained, any Obstructions within the Easement Areas except as approved in writing by Piedmont.

Damages. Piedmont shall be responsible for actual physical damage to (1) the land within the Property and Easement Areas and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Piedmont in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Piedmont shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Piedmont's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Easement above, if any, and earthen water bars to prevent erosion. Piedmont shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

No Waiver or Additional Representations. The failure by Piedmont to exercise and/or enforce any of the rights, privileges, and Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Piedmont thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged by Grantor that only terms expressly stated herein will be binding on Piedmont

Ownership of the Property. Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and Easements unto Piedmont, its affiliates, successors, and assigns. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Piedmont, for the uses and purposes expressly stated herein. This EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Piedmont and their respective heirs, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR:

Abraham Wescott
By: Public Property Director
Name: Abraham Wescott
Title: Public Property Director

STATE OF Tennessee
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, certify that Abraham Wescott personally came before me this day and acknowledged that he (or she) is Public Property Director of the Metropolitan Government of Nashville and Davidson County and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the City of Nashville.

my hand and official seal this the 25th day of August, 2022



Terri Jaynes Sign
Terri Jaynes Print
My commission expires: 3/3/26

STATE OF TENNESSEE

OATH OF CONSIDERATION

COUNTY OF _____

I / we hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater, is \$ _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Affiant

Notary Seal

My Commission Expires: _____

Notary Public

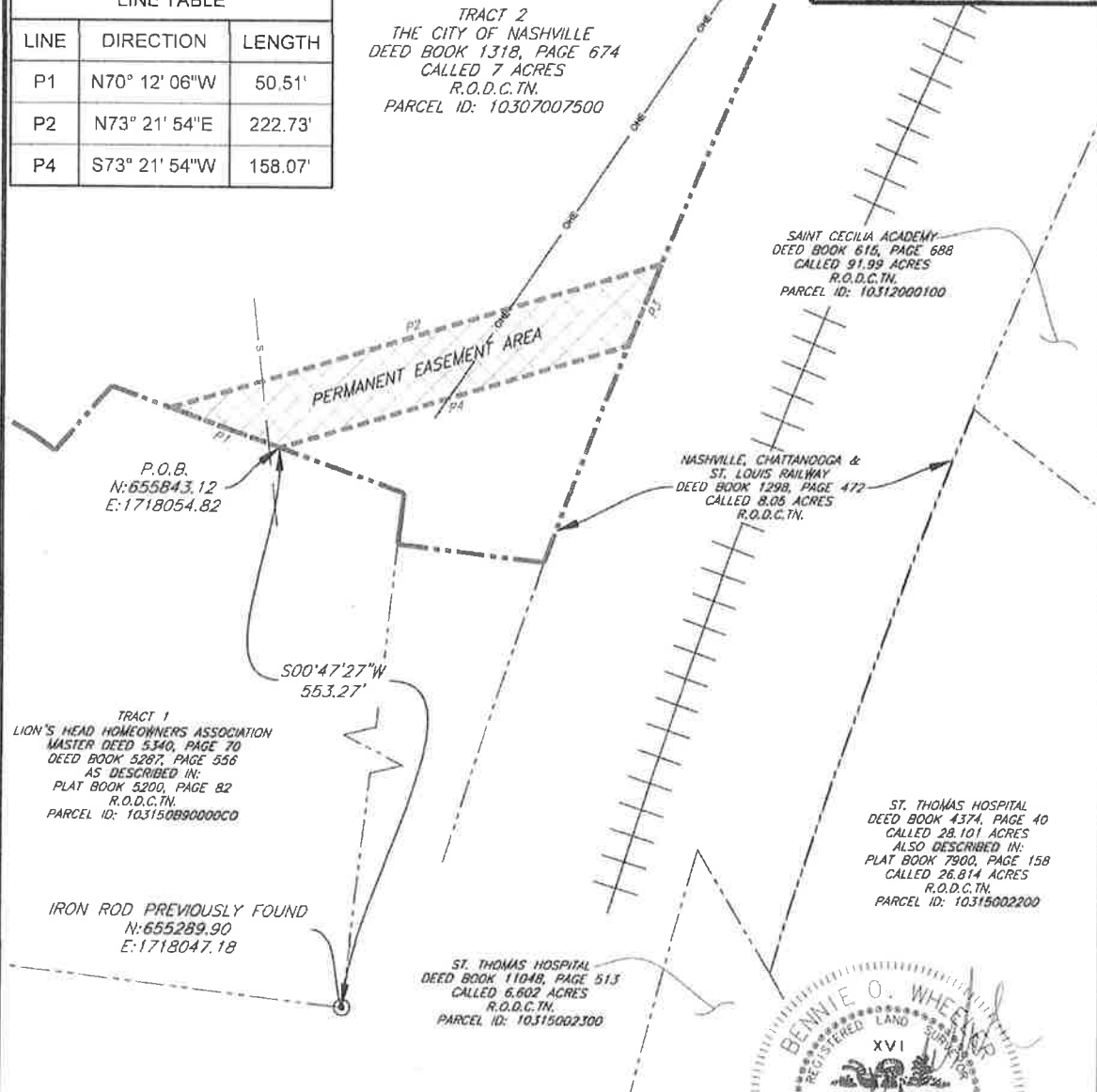
EXHIBIT "A"

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT EASEMENT AREA	5,710	0.13



CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD DIST
P3	38.43	2930.51	S22° 02' 46"W	38.43

LINE TABLE		
LINE	DIRECTION	LENGTH
P1	N70° 12' 06"W	50.51'
P2	N73° 21' 54"E	222.73'
P4	S73° 21' 54"W	158.07'



- CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE OF THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR PARTIES SHOWN ON THE FACE OF THIS EXHIBIT. IS NON-TRANSFERABLE AND MADE FOR THIS TRANSACTION ONLY. THIS IS NOT A BOUNDARY SURVEY.
- TITLE INFORMATION WAS NOT FURNISHED TO THIS SURVEYOR, AS SUCH, ENERGY LAND & INFRASTRUCTURE DOES NOT WARRANT OR GUARANTEE THAT ALL CONFLICTS, EASEMENTS OR ENCUMBRANCES ARE SHOWN. ADJOINER INFORMATION SHOWN OR DESCRIBED IS FOR INFORMATIONAL PURPOSES ONLY.
- ALL BEARINGS, DISTANCES, AND COORDINATES CONTAINED HEREIN ARE GRID, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83), REALIZATION 2011, EPOCH 2010.00, IN US SURVEY FOOT.
- THE OUTER LIMITS OF THE PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES. TEMPORARY CONSTRUCTION EASEMENT LIES ADJACENT AND CONTINUOUS TO THE PERMANENT EASEMENT LINES NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA §2-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0822-3-07. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS FOR RIGHT-OF-WAY OR EASEMENT ACQUISITION ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

LEGEND	
⊙	MONUMENT FOUND
—	POWER LINE
- - -	EDGE OF EXISTING EASEMENT
—	ADJOINER PROPERTY LINE
—	PNG TCE
- - -	SUBJECT BOUNDARY LINE (SURVEYED)
- - -	SUBJECT BOUNDARY LINE (NOT SURVEYED)
- - -	PNG PERMANENT EASEMENT

EASEMENT FOR
PIEDMONT NATURAL GAS COMPANY, INC.
 ACROSS THE LANDS OF
THE CITY OF NASHVILLE
 DEED BOOK 1318, PAGE 674
 PARCEL ID: 10307007500
 4601 MURPHY ROAD
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

EI ENERGY LAND & INFRASTRUCTURE
 1420 DONELSON PIKE, SUITE 402 • NASHVILLE, TN 37207
 615-312-6300 • FAX 615-360-8476 • WWW.ELI.LLCC.COM

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL
 NASHVILLE • TORRENSVILLE • CARY, NORTH CAROLINA • ARKINGTON, VIRGINIA

DRAWN BY	P.C.	REVISIONS
DATE	01/17/2018	
JOB NO	17-11-3211	

PROJECT # 1751679 TRACT # 002_000



**Total Compensation Agreement for Permanent Easement(s),
Temporary Easement(s), and/or Damages ("Agreement")**

Piedmont Natural Gas Company, Inc. ("Piedmont")

Project Name: McCabe Project Number: 1751679
 Project Tract #: 2 Consideration: \$39,000
 Landowner: Metropolitan Government of Nashville & Davidson County % Ownership: 100.00%
 Deliver Check To: Croft and Associates LLC 615-678-5674 (Office)
 4711 Trousdale Drive, Suite 121
 Nashville, TN 37220 Phone: _____

In consideration of the right(s) of way and/or easement(s) dated _____, 20__ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$600,000	
PERMANENT (G662)			
	Acres	%FMV	
Permanent Easement Area	0.130	50%	\$39,000
Perm. Access Easement Area			\$0
USSE Area			\$0
Flare Site Easement Area			\$0
PERMANENT TOTAL			\$39,000
TEMPORARY (G663)			
	Acres	%FMV	
TCE Area			\$0
Temp. Access Easement Area			\$0
TEMPORARY TOTAL			\$0
CROP DAMAGES (G656)			
SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
	Type	Acres	Yield per Acre
Crops			
Timber			1
CROP DAMAGE TOTAL			\$0
DAMAGES (G656)			
SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
Detailed Description of Damages			
DAMAGES TOTAL			\$0
GRAND TOTAL			\$39,000

Landowner agrees that all terms, provisions, and conditions of this Agreement and the Easement are and shall remain confidential and Landowner agrees not to disclose any such terms, provisions or conditions to any person or entity. Landowner agrees the amounts paid pursuant to this Agreement shall constitute full and final payment for the Easement and any damages, including crops and timber, described above. Landowner understands that trees, shrubs, crops and other landscaping Piedmont removes from the Easement Areas will not be restored or replaced upon completion of its activities on Landowner's property. This Agreement shall be governed by Tennessee law.

Landowner:

Date:

Abraham Wescott (SIGN)

8/25/22

Abraham Wescott (PRINT)

____ (SIGN)

____ (PRINT)

Land Agent:

____ (SIGN)

____ (PRINT)