



**METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY**

Metro Office Building  
800 President Ronald Reagan Way  
P.O. Box 196300  
Nashville, TN 37219-6300

December 6, 2022

To: Ronald Colter Metro Finance – Public Property

**Re: PNG Easements – Metro Parks  
Planning Commission Mandatory Referral #2022M-170ES-001  
Council District #01 Jonathan Hall, Council Member  
Council District #02 Kyonzte Toombs, Council Member  
Council District #03 Jennifer Gamble, 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:

*An ordinance authorizing the granting of permanent and temporary construction easements to Piedmont Natural Gas Co. on certain property owned by the Metropolitan Government (Proposal No. 2022M-170ES-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**

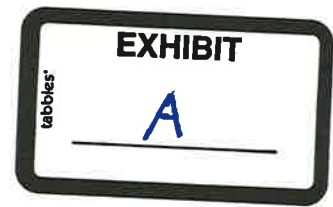
This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at [delilah.rhodes@nashville.gov](mailto:delilah.rhodes@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in blue ink that reads "Lisa Milligan".

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





**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee

*For Internal Informational Purposes Only*

COUNTY OF Davidson

LINE NO. Line 431 Phase II

PROJECT TRACT NO. 14

PROJECT NO. #0220338

PARCEL ID #: 049-00-0-308.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Metropolitan Government of Nashville and Davidson County, Tennessee** ("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 Instrument #20120828-0077491, Davidson County Registry (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of Nine Thousand Four Hundred and No/100 Dollars (\$9,400.00), 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").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Permanent Easement" on the Survey (the "**Permanent 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.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, ~~2020~~ 2022.

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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]

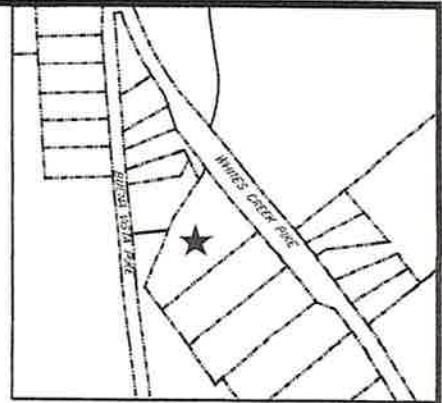
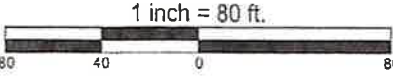
My Commission Expires: \_\_\_\_\_

Notary Public

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT EASEMENT AREA	18,807	0.43
TCE AREA	7,490	0.17

LINE TABLE		
LINE	DIRECTION	LENGTH
P1	N8° 29' 54"E	73.04'
P2	S40° 52' 52"E	50.05'
T1	N40° 52' 52"W	75.00'
T2	N51° 43' 46"E	100.00'
T3	S40° 52' 52"E	74.95'

# EXHIBIT "A"



MAP 49, PARCEL 93.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120201-0009269  
R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 6931, PAGE 991  
"20' SEWER EASEMENT"  
R.O.D.C.TN.

TRACT 14  
MAP 49, PARCEL 308.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
INSTRUMENT NO.  
20120828-0077491  
R.O.D.C.TN.

TRACT 15  
MAP 49, PARCEL 94.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077475  
ALSO DESCRIBED IN:  
PLAT BOOK 8250, PAGE 5  
"LOT 5"  
R.O.D.C.TN.

TRACT B  
MAP 49, PARCEL 198.00  
FONTANEL PROPERTIES, LLC  
INSTRUMENT NO. 20160816-0085516  
CALLED 47.34 ACRES  
R.O.D.C.TN.

MAP 49, PARCEL 364.00  
WALKER BLOODWORTH  
INSTRUMENT NO. 20140115-0004201  
AS DESCRIBED IN:  
PLAT INSTRUMENT NO.  
20030522-0070068  
"LOT 1"  
R.O.D.C.TN.

P.O.B.  
N:698793.66  
E:1724340.65

N89°46'10"E  
117.71'

IRON ROD FOUND:  
N:698794.14  
E:1724458.36

TRACT 16  
MAP 49, PARCEL 306.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077471  
R.O.D.C.TN.

MAP 49, PARCEL 199.00  
JEAN O. THOMPSON JR., ET UX.  
DEED BOOK 8285, PAGE 6  
R.O.D.C.TN.

- 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 HERON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES 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, REALIZATIONS 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 UNLESS NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-1B-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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**

	IRON ROD FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT AREA
	EDGE OF EASEMENT
	EXISTING POWER LINE
	EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
ACROSS THE LANDS OF  
**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**  
INSTRUMENT NO. 20120828-0077491  
0 WHITES CREEK PIKE  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
PROJECT # 0220338 TRACT # 014\_000

**EI ENERGY LAND & INFRASTRUCTURE**  
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217  
615-383-6300 • FAX 615-360-8476 • WWW.EI-LLC.COM

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL  
NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA

DRAWN BY:	P.C.	REVISIONS
DATE:	11/03/2018	11/20/2018
JOB NO.	18-11-3003	

SHEET 1 OF 1



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
 Project Tract #: 14 Consideration: \$9,400

Landowner: The Metropolitan Government of Nashville and Davidson County, Tennessee % Ownership: 100.00%

Pay to the Order of:  
 Deliver Check To: Croft and Associates LLC  
352 Lynn Drive  
Nashville, TN 37211

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>	<b>\$43,500</b>
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PERMANENT	Acres	%FMV		
Permanent Easement Area	0.430	50%		\$9,353
Perm. Access Easement Area				\$0
USSE Area				\$0
<b>PERMANENT TOTAL</b>				<b>\$9,400</b>

TEMPORARY	Acres	%FMV		
TCE Area	0.170	10%		\$740
Temp. Access Easement Area				\$0

CROP DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages				
	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops					\$0
Timber					\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>					<b>\$800</b>

DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages				
	Detailed Description of Damages				
<b>DAMAGES TOTAL</b>					<b>\$0</b>

<b>GRAND TOTAL</b>	<b>\$10,200</b>
--------------------	-----------------

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. This agreement shall be governed by [STATE] law.

Landowner: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
 (SIGN)

\_\_\_\_\_  
 (PRINT)

\_\_\_\_\_  
 (SIGN)

\_\_\_\_\_  
 (PRINT)

Land Agent: \_\_\_\_\_

\_\_\_\_\_  
 (SIGN)

\_\_\_\_\_  
 (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.



- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: Tom Hill w/permission DATE: 11-26-19  
Public Property Director

BY: James Sturgeon DATE: 26 Nov. 2019  
Piedmont



**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee  
COUNTY OF Davidson

*For Internal Informational Purposes Only*  
LINE NO. Line 431 Phase II  
PROJECT TRACT NO. 15  
PROJECT NO. #0220338  
PARCEL ID #: 049-00-0-094.00

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**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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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\_\_.

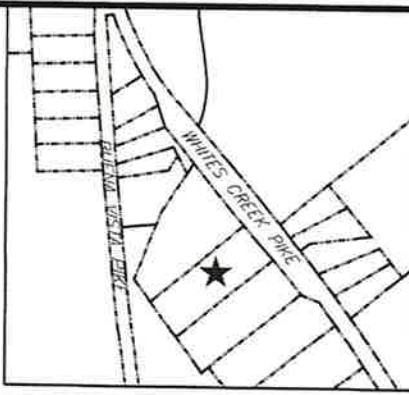
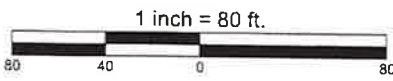
Affiant

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

Notary Public

# EXHIBIT "A"



AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT EASEMENT AREA	8,377	0.19
TCE AREA	44,772	1.03

MAP 49, PARCEL 93.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120201-0009269  
R.O.D.C.TN.

TRACT 14  
MAP 49, PARCEL 308.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077491  
R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 693L PAGE 991  
"20' SEWER EASEMENT"  
R.O.D.C.TN.

TRACT 15  
MAP 49, PARCEL 94.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077475  
ALSO DESCRIBED IN:  
PLAT BOOK 8250, PAGE 5  
"LOT 5"  
R.O.D.C.TN.

TRACT 16  
MAP 49, PARCEL 306.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077471  
R.O.D.C.TN.

TRACT 17  
MAP 49, PARCEL 307.00  
METROPOLITAN  
GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120830-0078352  
R.O.D.C.TN.

PERMANENT  
EASEMENT AREA

10' PUBLIC UTILITY AND  
DRAINAGE EASEMENT  
PLAT BOOK 8250, PAGE 5  
R.O.D.C.TN.

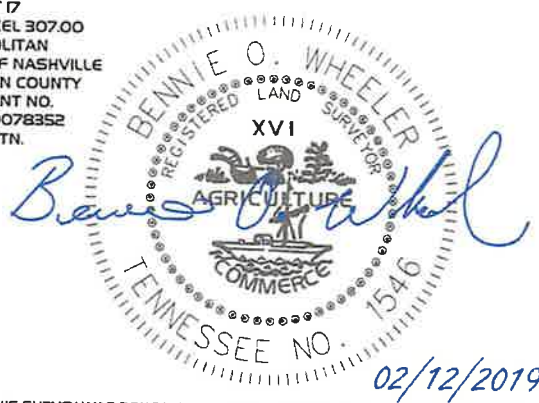
P.O.B.  
N:698386.67  
E:1724079.82

MAP 49, PARCEL 139.00  
WILLIAM H. THOMPSON, JR., ET UX.  
JEAN O. THOMPSON  
DEED BOOK 8635, PAGE 6  
R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 6919, PAGE 96  
"SEWER EASEMENT"  
R.O.D.C.TN.

LINE TABLE		
LINE	DIRECTION	LENGTH
P1	N36° 16' 53"W	111.69'
P2	N8° 29' 54"E	67.36'
P3	S8° 29' 54"W	114.20'
P4	S36° 16' 59"E	80.20'
T1	S40° 52' 52"E	50.05'
T2	N36° 16' 59"W	80.20'
T3	N8° 29' 54"E	114.20'

- 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 HERON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES 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, REALIZATIONS 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 UNLESS NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-89-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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.

02/12/2019

LEGEND	
	IRON ROD FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT AREA
	EDGE OF EASEMENT
	OHE - EXISTING POWER LINE
	SA - EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
PIEDMONT NATURAL GAS COMPANY, INC.  
ACROSS THE LANDS OF  
THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077475  
3854 WHITES CREEK PIKE  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
PROJECT # 0220338 TRACT # 015\_000

 ENERGY LAND & INFRASTRUCTURE 1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217 615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM		
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL		
NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA		
DRAWN BY:	P.C.	REVISIONS
DATE:	11/05/2018	11/20/2018
JOB NO.	18-11-3003	02/12/2019
SHEET 1 OF 1		



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
 Project Tract #: 15 Consideration: \$4,200

Landowner: The Metropolitan Government of Nashville and Davidson County, Tennessee % Ownership: 100.00%

Pay to the Order of:  
 Deliver Check To: Croft and Associates LLC  
352 Lynn Drive  
Nashville, TN 37211

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>		<b>\$43,500</b>	
PERMANENT		Acres	%FMV
Permanent Easement Area	0.190	50%	\$4,133
Perm. Access Easement Area			\$0
USSE Area			\$0
<b>PERMANENT TOTAL</b>			<b>\$4,200</b>
TEMPORARY		Acres	%FMV
TCE Area	1.030	10%	\$4,481
Temp. Access Easement Area			\$0
CROP DAMAGES		SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages	
	Type	Acres	Yield per Acre
Crops			Price per Yield Unit
Timber			
<b>TEMPORARY/CROP DAMAGE TOTAL</b>			<b>\$4,500</b>
DAMAGES		SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages	
Detailed Description of Damages			
<b>DAMAGES TOTAL</b>			<b>\$0</b>
<b>GRAND TOTAL</b>			<b>\$8,700</b>

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. This agreement shall be governed by [STATE] law.

**Landowner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

**Land Agent:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

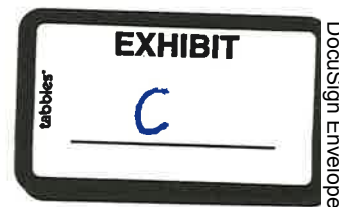
6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.

- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: Tom Jones w/permission DATE: 11-26-19  
Public Property Director

BY: James Sturges DATE: 26 Nov. 2019  
Piedmont





**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee

*For Internal Informational Purposes Only*

COUNTY OF Davidson

LINE NO. Line 431 Phase II

PROJECT TRACT NO. 16

PROJECT NO. #0220338

PARCEL ID #: 049-00-0-306.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Metropolitan Government of Nashville and Davidson County, Tennessee** ("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 Instrument #20120828-0077471, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Four Thousand and No/100 Dollars (\$4,000.00), 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**").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Permanent Easement" on the Survey (the "**Permanent 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.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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

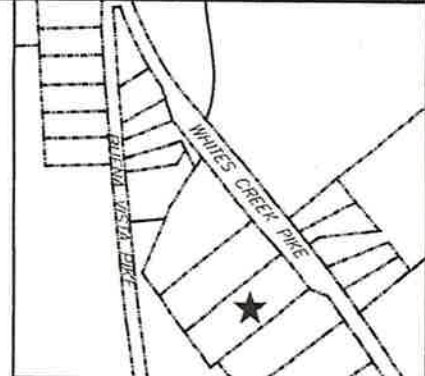
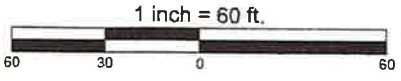
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Affiant

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# EXHIBIT "A"



AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT EASEMENT AREA	7.981	0.18
TCE AREA	34.184	0.78

TRACT 15  
 MAP 49, PARCEL 94.00  
 METROPOLITAN GOVERNMENT OF NASHVILLE  
 AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20120828-0077475  
 CALLED 1982 ACRES  
 ALSO DESCRIBED IN:  
 PLAT BOOK 8250, PAGE 5  
 "LOT 5"  
 R.O.D.C.TN.

TRACT 16  
 MAP 49, PARCEL 306.00  
 METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20120828-0077471  
 CALLED 1994 ACRES  
 R.O.D.C.TN.

TRACT 17  
 MAP 49, PARCEL 307.00  
 METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20120830-0078352  
 CALLED 1.991 ACRES  
 R.O.D.C.TN.

TRACT 18  
 MAP 49, PARCEL 95.00  
 JOCELYN P. THOMAS AND HUSBAND,  
 AARON THOMAS  
 INSTRUMENT NO. 20051007-012177  
 ALSO DESCRIBED IN:  
 PLAT BOOK 5190, PAGE 546  
 "LOT 2"  
 R.O.D.C.TN.

P.O.B.  
 N:698380.59  
 E:1724071.88

METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 DEED BOOK 6919, PAGE 96  
 "SEWER EASEMENT"  
 R.O.D.C.TN.

MAP 49, PARCEL 139.00  
 WILLIAM H. THOMPSON, JR. ET UX,  
 JEAN O. THOMPSON  
 DEED BOOK 8635, PAGE 6  
 R.O.D.C.TN.

- 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 ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT. IS NON-TRANSFERABLE AND MADE FOR THIS TRANSACTION ONLY. THIS IS NOT A BOUNDARY SURVEY.
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- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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**

- IRON ROD FOUND
- TCE - TEMPORARY CONSTRUCTION EASEMENT
- PERMANENT EASEMENT AREA
- - - EDGE OF EASEMENT
- - - FENCE LINE
- - - OHE - EXISTING POWER LINE
- - - SA - EXISTING SEWER LINE
- - - ROAD WAY
- - - ADJOINER PROPERTY/RIGHT-OF-WAY
- - - SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
 ACROSS THE LANDS OF  
**THE METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY**  
 INSTRUMENT NO. 20120828-0077471  
 0 WHITES CREEK PIKE  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
 PROJECT # 0220338 TRACT # 016\_000

**EI ENERGY LAND & INFRASTRUCTURE**  
 1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217  
 615-383-6300 • FAX 615-383-8476 • WWW.ELI-LLC.COM

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL  
 NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA

DRAWN BY:	P.C.	REVISIONS
DATE:	11/05/2018	11/15/2018
JOB NO.	18-11-3003	02/12/2019

SHEET 1 OF 1



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
 Project Tract #: 16 Consideration: \$4,000

Landowner: The Metropolitan Government of Nashville and Davidson County, Tennessee % Ownership: 100.00%

Pay to the Order of:  
 Deliver Check To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Nashville, TN 37211

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>		<b>\$43,500</b>		
<b>PERMANENT</b>				
	Acres	%FMV		
Permanent Easement Area	0.180	50%	\$3,915	
Perm. Access Easement Area			\$0	
USSE Area			\$0	
<b>PERMANENT TOTAL</b>			<b>\$4,000</b>	
<b>TEMPORARY</b>				
	Acres	%FMV		
TCE Area	0.780	10%	\$3,393	
Temp. Access Easement Area			\$0	
<b>CROP DAMAGES</b>				
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
	Type	Acres	Yield per Acre	Price per Yield Unit
Crops				\$0
Timber				\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>			<b>\$3,400</b>	
<b>DAMAGES</b>				
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
Detailed Description of Damages				
<b>DAMAGES TOTAL</b>			<b>\$0</b>	
<b>GRAND TOTAL</b>			<b>\$7,400</b>	

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. This agreement shall be governed by [STATE] law.

**Landowner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

**Land Agent:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

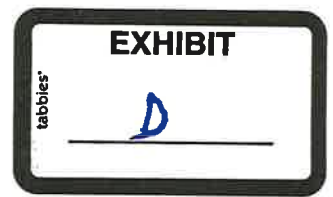
Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.

- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: *Tom Gill* w/permission DATE: 11-26-19  
Public Property Director

BY: *Tom Sturges* DATE: 26 Nov. 2019  
Piedmont



**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210

Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee

*For Internal Informational Purposes Only*

COUNTY OF Davidson

LINE NO. Line 431 Phase II

PROJECT TRACT NO. 17

PROJECT NO. #0220338

PARCEL ID #: 049-00-0-307.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Metropolitan Government of Nashville and Davidson County, Tennessee ("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 Instrument #20120830-0078352, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Four Thousand and No/100 Dollars (\$4,000.00), 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**").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Permanent Easement" on the Survey (the "**Permanent 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.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

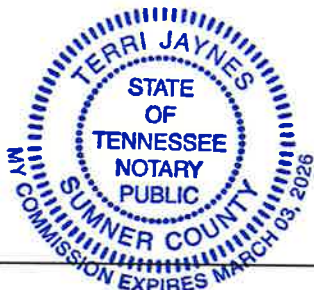
Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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

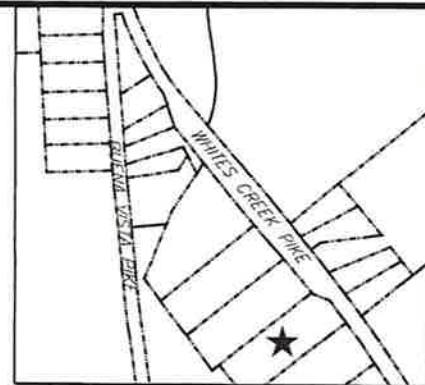
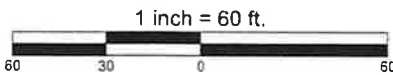
[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

Notary Public

# EXHIBIT "A"

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT EASEMENT AREA	7,983	0.18
TCE AREA	26,759	0.61



TRACT 16  
MAP 49, PARCEL 306.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120828-0077471  
CALLED 1994 ACRES  
R.O.D.C.TN.

TRACT 17  
MAP 49, PARCEL 307.00  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY  
INSTRUMENT NO. 20120830-0078352  
CALLED 1.991 ACRES  
R.O.D.C.TN.

TRACT 18  
MAP 49, PARCEL 95.00  
JOCELYN P. THOMAS AND HUSBAND,  
AARON THOMAS  
INSTRUMENT NO. 20051007-0121777  
ALSO DESCRIBED IN:  
PLAT BOOK 5190, PAGE 546  
"LOT 2"  
R.O.D.C.TN.

MAP 49, PARCEL 96.00  
KAREN WRIGHT  
INSTRUMENT NO.  
20120503-0037987  
AS DESCRIBED IN:  
PLAT BOOK 5190, PAGE 546  
"LOT 1"  
R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 6919, PAGE 96  
"SEWER EASEMENT"  
R.O.D.C.TN.

MAP 49, PARCEL 189.00  
WILLIAM H. THOMPSON, JR., ET UX.  
JEAN O. THOMPSON  
DEED BOOK 8635, PAGE 6  
R.O.D.C.TN.

- 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 HERON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES 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, REALIZATIONS 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 UNLESS NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-1B-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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	
	IRON ROD FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT EASEMENT AREA
	EDGE OF EASEMENT
	FENCE LINE
	OHE - EXISTING POWER LINE
	SA - EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
ACROSS THE LANDS OF  
**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**  
INSTRUMENT NO. 20120830-0078352  
3832 WHITES CREEK PIKE  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
PROJECT # 0220338 TRACT # 017\_000

**Ei ENERGY LAND & INFRASTRUCTURE**  
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217  
615-383-6300 • FAX 615-360-8476 • WWW.EI-LLC.COM

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL  
NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA

DRAWN BY:	P.C.	REVISIONS
DATE:	11/05/2018	11/15/2018
JOB NO.	18-11-3003	02/12/2019
		02/19/2019

SHEET 1 OF 1



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
 Project Tract #: 17 Consideration: \$4,000

Landowner: The Metropolitan Government of Nashville and Davidson County, Tennessee % Ownership: 100.00%

Pay to the Order of:  
 Deliver Check To: Croft and Associates LLC  
 352 Lynn Drive  
 Nashville, TN 37211

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>	<b>\$43,500</b>
---	-----------------

PERMANENT	Acres	%FMV		
Permanent Easement Area	0.180	50%		\$3,915
Perm. Access Easement Area				\$0
USSE Area				\$0
<b>PERMANENT TOTAL</b>				<b>\$4,000</b>

TEMPORARY	Acres	%FMV		
TCE Area	0.610	10%		\$2,654
Temp. Access Easement Area				\$0

CROP DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages				
	Type	Acres	Yield per Acre	Price per Yield Unit	
Crops					\$0
Timber					\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>					<b>\$2,700</b>

DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages				
Detailed Description of Damages					
<b>DAMAGES TOTAL</b>					<b>\$0</b>

<b>GRAND TOTAL</b>	<b>\$6,700</b>
--------------------	----------------

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. This agreement shall be governed by [STATE] law.

**Landowner:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

**Land Agent:** \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
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4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

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6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.

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- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: Tom Ylinen w/permission DATE: 11-26-19  
Public Property Director

BY: James Sturges DATE: 26 Nov. 2019  
Piedmont



**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee

*For Internal Informational Purposes Only*

COUNTY OF Davidson

LINE NO. Line 431 Phase II

PROJECT TRACT NO. 33

PROJECT NO. #0220338

PARCEL ID #: 059-00-0-060.01

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Metropolitan Government of Nashville and Davidson County, Tennessee** ("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 Instrument #20151119-0117436, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Forty-Seven Thousand Five Hundred and No/100 Dollars (\$47,500.00), 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**").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Permanent Easement" on the Survey (the "**Permanent 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.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

**Permanent Access Easement.** A perpetual access easement upon, over, and across that portion of the Property designated "Permanent Access" on the Survey (the "**Permanent Access Area**") for the purposes of ingress, egress, and regress. Piedmont shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Permanent Access Area (including, without limitation, grading, graveling, and installing culverts). Either party may install gates within the Permanent Access Area with the prior written approval of the other party, which shall not be unreasonably withheld, provided that both parties have reasonable means of using any locked gates. Grantor shall assume all risk in connection with Grantor's use, maintenance, and/or improvement of any roads, driveways, or gates within the Permanent Access Area.

Grantor reserves the right to relocate the Permanent Access Area at Grantor's expense to such location as Grantor shall reasonably select; provided that Grantor shall at all times continue to provide Piedmont similar and substantially equal access to the easement(s) and/or facilities for which this permanent access easement is given. Prior to any planned relocation of the Permanent Access Area, Grantor must submit a plan for the proposed alternative access to Piedmont for approval, which approval shall not be unreasonably withheld. Upon Piedmont's approval, Piedmont and Grantor will execute such documentation as Piedmont deems necessary to indicate the new location of the Permanent Access Area.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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

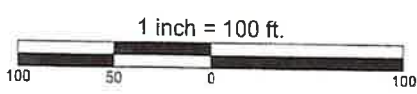
[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

Notary Public

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT ACCESS EASEMENT	6.141	0.14
PERMANENT EASEMENT AREA	91.679	2.10
TCE AREA "A"	97.667	2.24
TCE AREA "B"	188.223	3.17

# EXHIBIT "A"



LINE TABLE		
LINE	DIRECTION	LENGTH
P1	S14° 59' 16"E	123.73'
P7	N14° 59' 16"W	74.01'
P8	N30° 00' 29"E	70.72'
P9	N30° 00' 29"E	70.72'
T1	N30° 42' 55"E	56.96'
T2	N61° 03' 37"E	35.27'
T3	S14° 59' 16"E	114.87'
T4	N75° 00' 44"E	50.00'
T5	S14° 59' 16"E	56.41'
T6	S15° 39' 33"E	43.00'
T7	S74° 20' 27"W	50.00'

**EASEMENT INSIDE EXISTING EASEMENT**  
**PERMANENT EASEMENT AREA:**  
 4920 SQUARE FEET OR 0.11 ACRES  
**PERMANENT ACCESS EASEMENT**  
 437 SQUARE FEET OR 0.01 ACRES  
**TCE AREA:**  
 8563 SQUARE FEET OR 0.20 ACRES

**IRON PIPE FOUND**  
 N:689443.12  
 E:1726888.96

TRACT 30  
 MAP 59, PARCEL 65.00  
 MARY LAURA BALTZ,  
 CECILIA CLAIRE BALTZ HALPIN,  
 DAVID GERALD BALTZ, AND  
 WILLIAM J. BALTZ, JR.  
 INSTRUMENT NO. 20001020-0104344  
 R.O.D.C.TN.

MAP 59-06, PARCEL 53.00  
 METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20151119-0117436  
 AS DESCRIBED IN:  
 PLAT BOOK 4300, PAGE 167  
 "LOT I"  
 R.O.D.C.TN.

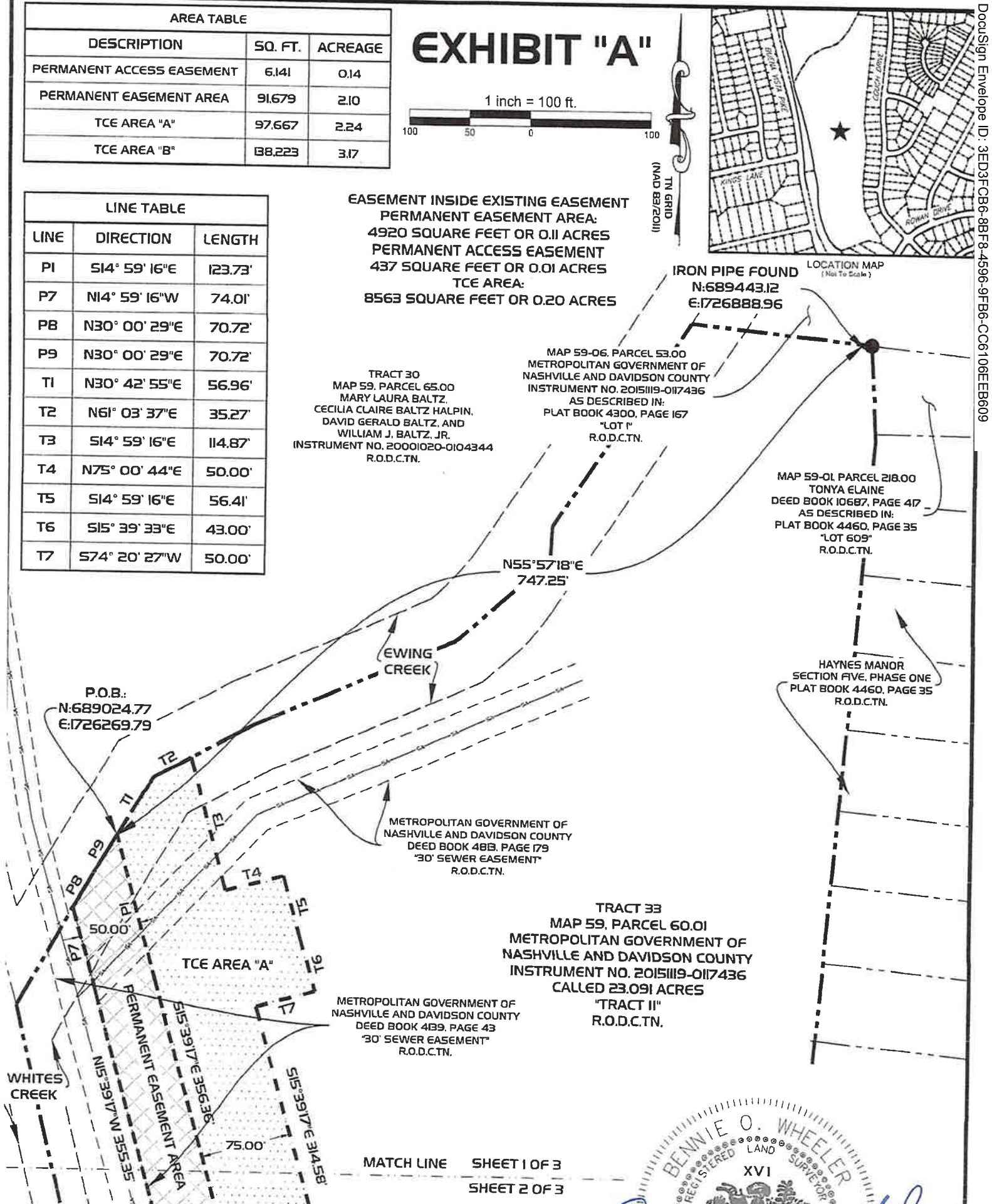
MAP 59-01, PARCEL 218.00  
 TONYA ELAINE  
 DEED BOOK 10687, PAGE 417  
 AS DESCRIBED IN:  
 PLAT BOOK 4460, PAGE 35  
 "LOT 609"  
 R.O.D.C.TN.

HAYNES MANOR  
 SECTION FIVE, PHASE ONE  
 PLAT BOOK 4460, PAGE 35  
 R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 DEED BOOK 48B, PAGE 179  
 "30' SEWER EASEMENT"  
 R.O.D.C.TN.

TRACT 33  
 MAP 59, PARCEL 60.01  
 METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20151119-0117436  
 CALLED 23.091 ACRES  
 "TRACT II"  
 R.O.D.C.TN.

METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 DEED BOOK 4B9, PAGE 43  
 "30' SEWER EASEMENT"  
 R.O.D.C.TN.



- 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 HERON OF WHICH I HAVE KNOWLEDGE OF. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES 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, REALIZATIONS 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 UNLESS NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. = REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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**

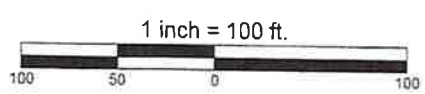
	IRON PIPE FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT ACCESS EASEMENT
	PERMANENT EASEMENT AREA
	TOP OF BANK
	EDGE OF EASEMENT
	EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

**EASEMENT EXHIBIT FOR**  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
 ACROSS THE LANDS OF  
**METROPOLITAN GOVERNMENT OF**  
**OF NASHVILLE AND DAVIDSON COUNTY**  
 INSTRUMENT NO. 20151119-0117436  
 O BUENA VISTA PIKE  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
 PROJECT # 0220338 TRACT # 033\_000

<b>ENERGY LAND &amp; INFRASTRUCTURE</b> 1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217 615-383-6300 • FAX 615-360-0476 • WWW.ELI-LLC.COM	
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DRAWN BY: P.C.	REVISIONS
DATE: 11/17/2018	
JOB NO. 18-II-3003	
SHEET 1 OF 3	

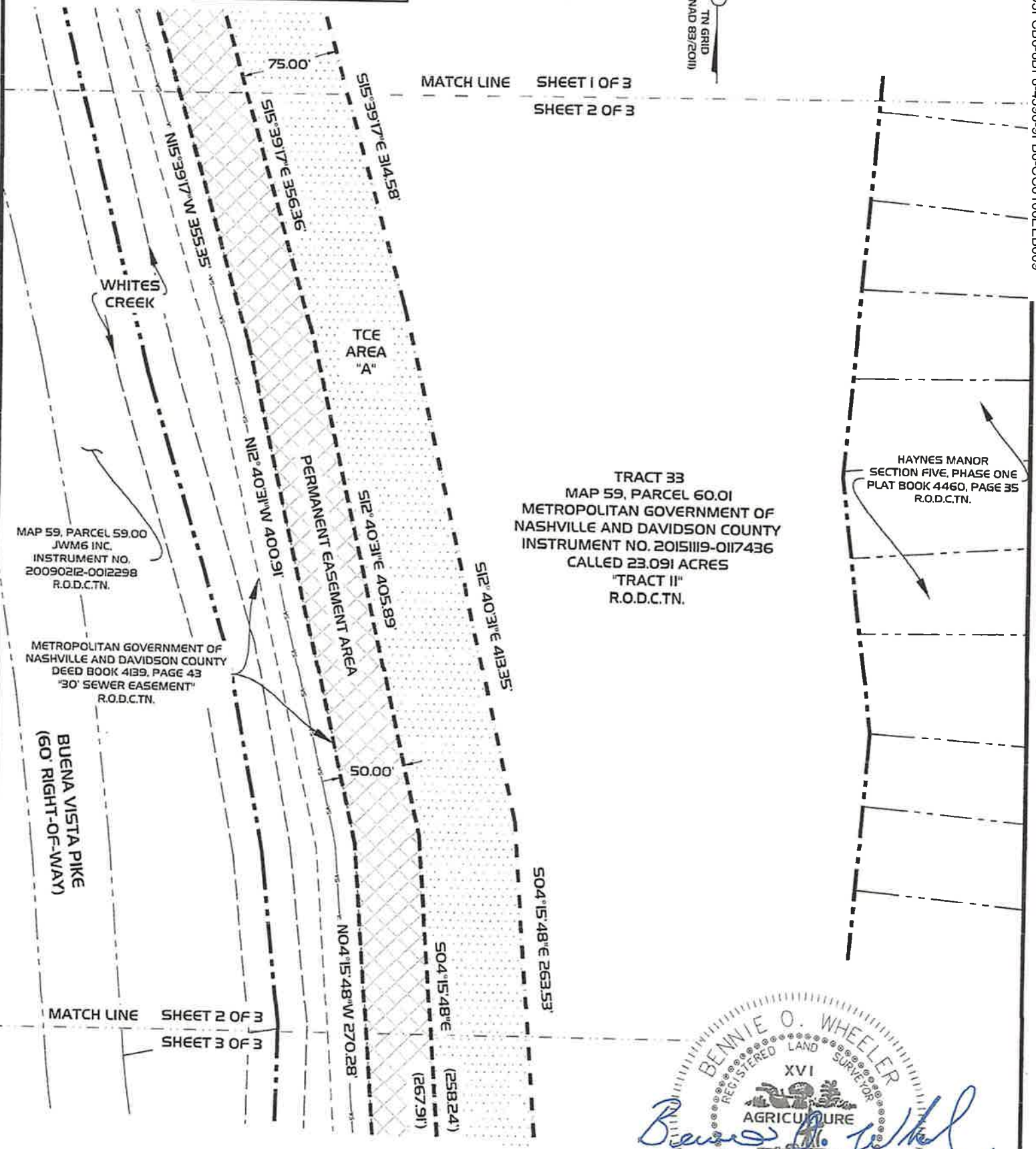
AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT ACCESS EASEMENT	6,141	0.14
PERMANENT EASEMENT AREA	91,679	2.10
TCE AREA "A"	97,667	2.24
TCE AREA "B"	138,223	3.17

# EXHIBIT "A"



EASEMENT INSIDE EXISTING EASEMENT  
 PERMANENT EASEMENT AREA:  
 4920 SQUARE FEET OR 0.11 ACRES  
 PERMANENT ACCESS EASEMENT  
 437 SQUARE FEET OR 0.01 ACRES  
 TCE AREA:  
 8563 SQUARE FEET OR 0.20 ACRES

TN GRID  
(NAD 83/2011)



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LEGEND	
	IRON PIPE FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT ACCESS EASEMENT
	PERMANENT EASEMENT AREA
	TOP OF BANK
	EDGE OF EASEMENT
	SA - EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
 ACROSS THE LANDS OF  
**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**  
 INSTRUMENT NO. 20151119-0117436

0 BUENA VISTA PIKE  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE

PROJECT # 0220338 TRACT # 033\_000

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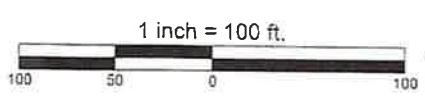
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 NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA

DRAWN BY:	P.C.	REVISIONS
	11/17/2018	
JOB NO.	18-II-3003	

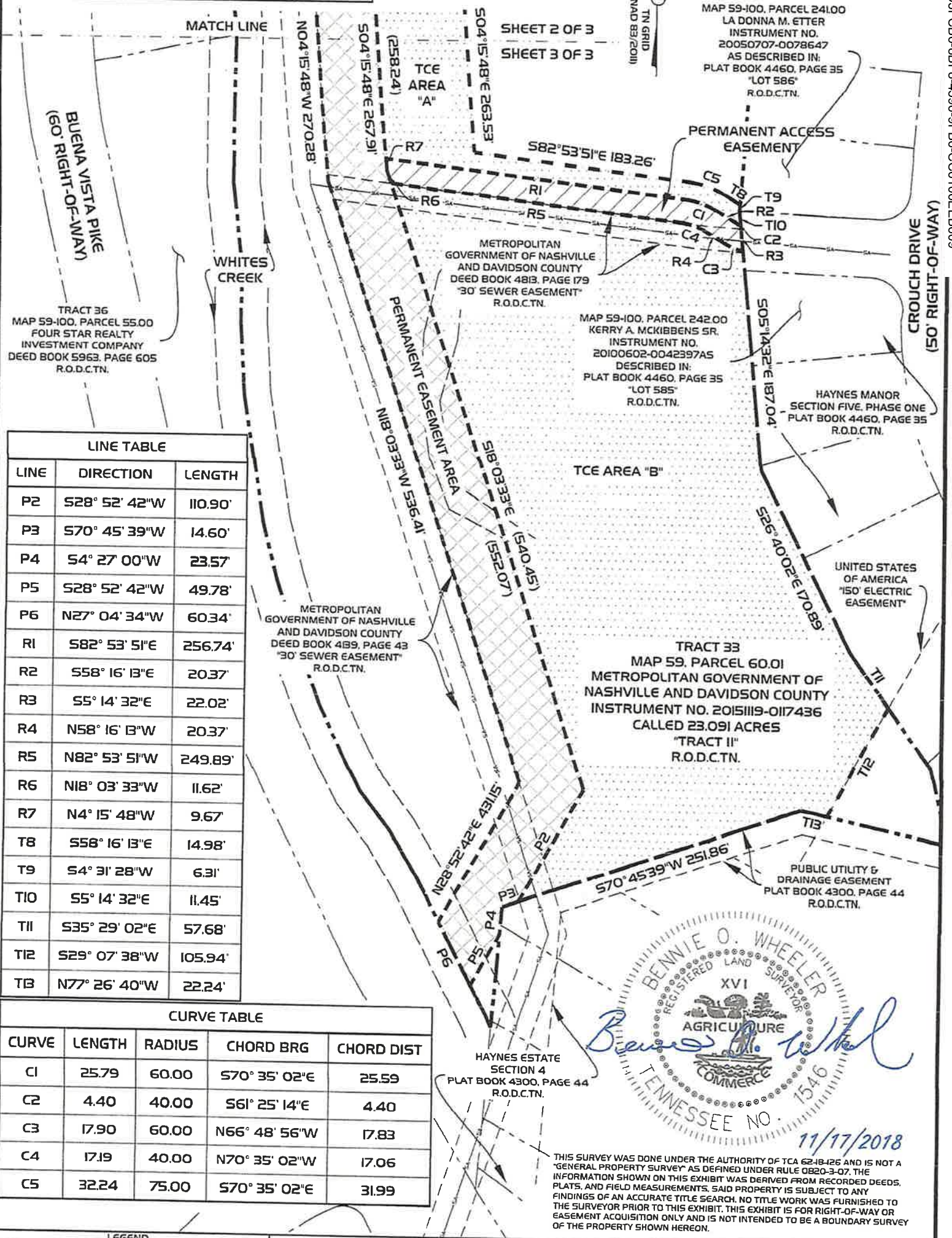
SHEET 2 OF 3

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
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# EXHIBIT "A"



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**PERMANENT ACCESS EASEMENT**  
 437 SQUARE FEET OR 0.01 ACRES  
**TCE AREA:**  
 8563 SQUARE FEET OR 0.20 ACRES



LINE TABLE		
LINE	DIRECTION	LENGTH
P2	S28° 52' 42"W	110.90'
P3	S70° 45' 39"W	14.60'
P4	S4° 27' 00"W	23.57'
P5	S28° 52' 42"W	49.78'
P6	N27° 04' 34"W	60.34'
R1	S82° 53' 51"E	256.74'
R2	S58° 16' 13"E	20.37'
R3	S5° 14' 32"E	22.02'
R4	N58° 16' 13"W	20.37'
R5	N82° 53' 51"W	249.89'
R6	N18° 03' 33"W	11.62'
R7	N4° 15' 48"W	9.67'
T8	S58° 16' 13"E	14.98'
T9	S4° 31' 28"W	6.31'
T10	S5° 14' 32"E	11.45'
T11	S35° 29' 02"E	57.68'
T12	S29° 07' 38"W	105.94'
TB	N77° 26' 40"W	22.24'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD DIST
C1	25.79	60.00	S70° 35' 02"E	25.59
C2	4.40	40.00	S61° 25' 14"E	4.40
C3	17.90	60.00	N66° 48' 56"W	17.83
C4	17.19	40.00	N70° 35' 02"W	17.06
C5	32.24	75.00	S70° 35' 02"E	31.99



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-1B-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07. 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	
	IRON PIPE FOUND
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	PERMANENT ACCESS EASEMENT
	PERMANENT EASEMENT AREA
	TOP OF BANK
	EDGE OF EASEMENT
	EXISTING SEWER LINE
	ROAD WAY
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

**EASEMENT EXHIBIT FOR  
 PIEDMONT NATURAL GAS COMPANY, INC.  
 ACROSS THE LANDS OF  
 METROPOLITAN GOVERNMENT OF  
 OF NASHVILLE AND DAVIDSON COUNTY  
 INSTRUMENT NO. 20151119-0117436**  
 0 BUENA VISTA PIKE  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
 PROJECT # 0220338 TRACT # 033\_000

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DRAWN BY:	P.C.	REVISIONS
DATE:	11/17/2018	
JOB NO.	18-11-3003	

SHEET 3 OF 3



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
Project Tract #: 33 Consideration: \$47,500

Landowner: The Metropolitan Government of Nashville and Davidson County, Tennessee % Ownership: 100.00%

Pay to the Order of: \_\_\_\_\_  
Deliver Check To: Croft and Associates LLC  
352 Lynn Drive  
Nashville, TN 37211

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>		<b>\$43,500</b>	
<b>PERMANENT</b>			
	Acres	%FMV	
Permanent Easement Area	1.990	50%	\$43,283
Permanent Easement Area Inside	0.110	25%	\$1,196
Perm. Access Easement Area	0.130	50%	\$2,828
Perm. Access Easement Area Inside	0.010	25%	\$109
<b>PERMANENT TOTAL</b>			<b>\$47,500</b>
<b>TEMPORARY</b>			
	Acres	%FMV	
TCE Area "A" & "B"	5.210	10%	\$22,664
TCE Area "A" & "B" Inside	0.200	10%	\$870
<b>CROP DAMAGES</b>			
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages		
	Type	Acres	Yield per Acre Price per Yield Unit
Crops			\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>			<b>\$23,600</b>
<b>DAMAGES</b>			
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages		
Detailed Description of Damages			
<b>DAMAGES TOTAL</b>			<b>\$0</b>
<b>GRAND TOTAL</b>			<b>\$71,100</b>

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. This agreement shall be governed by [STATE] law.

Landowner: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

Land Agent: \_\_\_\_\_  
 \_\_\_\_\_ (SIGN)  
 \_\_\_\_\_ (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

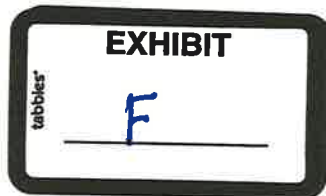
Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.

- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: Tom Ylinen w/permission DATE: 11-26-19  
Public Property Director

BY: Paul Sturges DATE: 26 Nov. 2019  
Piedmont



**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee  
COUNTY OF Davidson

*For Internal Informational Purposes Only*  
LINE NO. Line 431 Phase II  
PROJECT TRACT NO. 69  
PROJECT NO. #0220338  
PARCEL ID #: 070-00-0-006.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Metropolitan Government of Nashville and Davidson County, Tennessee** ("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 1198 Page 664, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800.00), 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**").

**Permanent Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally 50 feet wide, designated "Permanent Easement" on the Survey (the "**Permanent 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.

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

**Utility Station Site Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property designated "USSE" of the Survey (the "**USSE Area**") for the purposes of erecting, constructing, maintaining, operating, altering, relocating, repairing, upgrading, replacing, removing, inspecting, grading, and protecting one or more utility stations or sites and appurtenant facilities used in connection therewith (including, without limitation, pipelines, meter stations, valves, launchers and/or receivers, regulator stations, and electrical and telecommunication equipment) for the transportation and/or control of natural gas. Piedmont shall have all rights necessary for the full use and enjoyment of the USSE Area, including, those rights set forth below and without limitation the right, but not the obligation, to: (1) install fencing within or around all or portions of the USSE Area; (2) exclude all persons, including Grantor, from any fenced portions of the USSE Area; and (3) install landscaping within or around the USSE Area to screen the USSE Area as may be desired by Piedmont or required by any governmental authority. Grantor represents and agrees that it shall grant and convey such reasonable easements and rights of way to third party utility services providers as Piedmont may deem necessary or desirable to serve its facilities.

**Permanent Access Easement.** A perpetual access easement upon, over, and across that portion of the Property designated "Permanent Access" on the Survey (the "**Permanent Access Area**") for the purposes of ingress, egress, and regress. Piedmont shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Permanent Access Area (including, without limitation, grading, graveling, and installing culverts). Either party may install gates within the Permanent Access Area with the prior written approval of the other party, which shall not be unreasonably withheld, provided that both parties have reasonable means of using any locked gates.



Grantor shall assume all risk in connection with Grantor's use, maintenance, and/or improvement of any roads, driveways, or gates within the Permanent Access Area.

Grantor reserves the right to relocate the Permanent Access Area at Grantor's expense to such location as Grantor shall reasonably select; provided that Grantor shall at all times continue to provide Piedmont similar and substantially equal access to the easement(s) and/or facilities for which this permanent access easement is given. Prior to any planned relocation of the Permanent Access Area, Grantor must submit a plan for the proposed alternative access to Piedmont for approval, which approval shall not be unreasonably withheld. Upon Piedmont's approval, Piedmont and Grantor will execute such documentation as Piedmont deems necessary to indicate the new location of the Permanent Access Area.

**Temporary Access Easement.** A temporary access easement upon, over, and across that portion of the Property designated "Temporary Access" on the Survey (the "**Temporary Access Area**") for the purposes of ingress, egress, and regress, upon, over, and across that portion of the Property designated "Temporary Access" on the Survey (the "**Temporary Access Easement Area**"). Piedmont shall have the right, but not the obligation, to construct, reconstruct, maintain, repair, improve, and/or use roads or driveways within the Temporary Access Area (including, without limitation, grading, graveling, and installing culverts). Either party may install gates within the Temporary Access Area with the prior written approval of the other party, which shall not be unreasonably withheld, provided that both parties have reasonable means of using any locked gates. Grantor shall assume all risk in connection with Grantor's use, maintenance, and/or improvement of any roads, driveways, or gates within the Temporary Access Area.

Following all facilities for which this temporary access easement is given being placed in service, the temporary access easement shall terminate upon (1) Piedmont's restoration of the Temporary Access Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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\_\_.

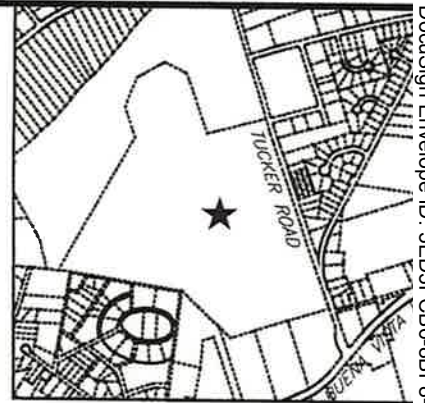
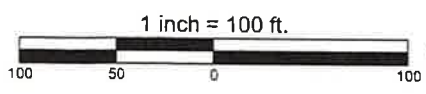
Affiant

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

Notary Public

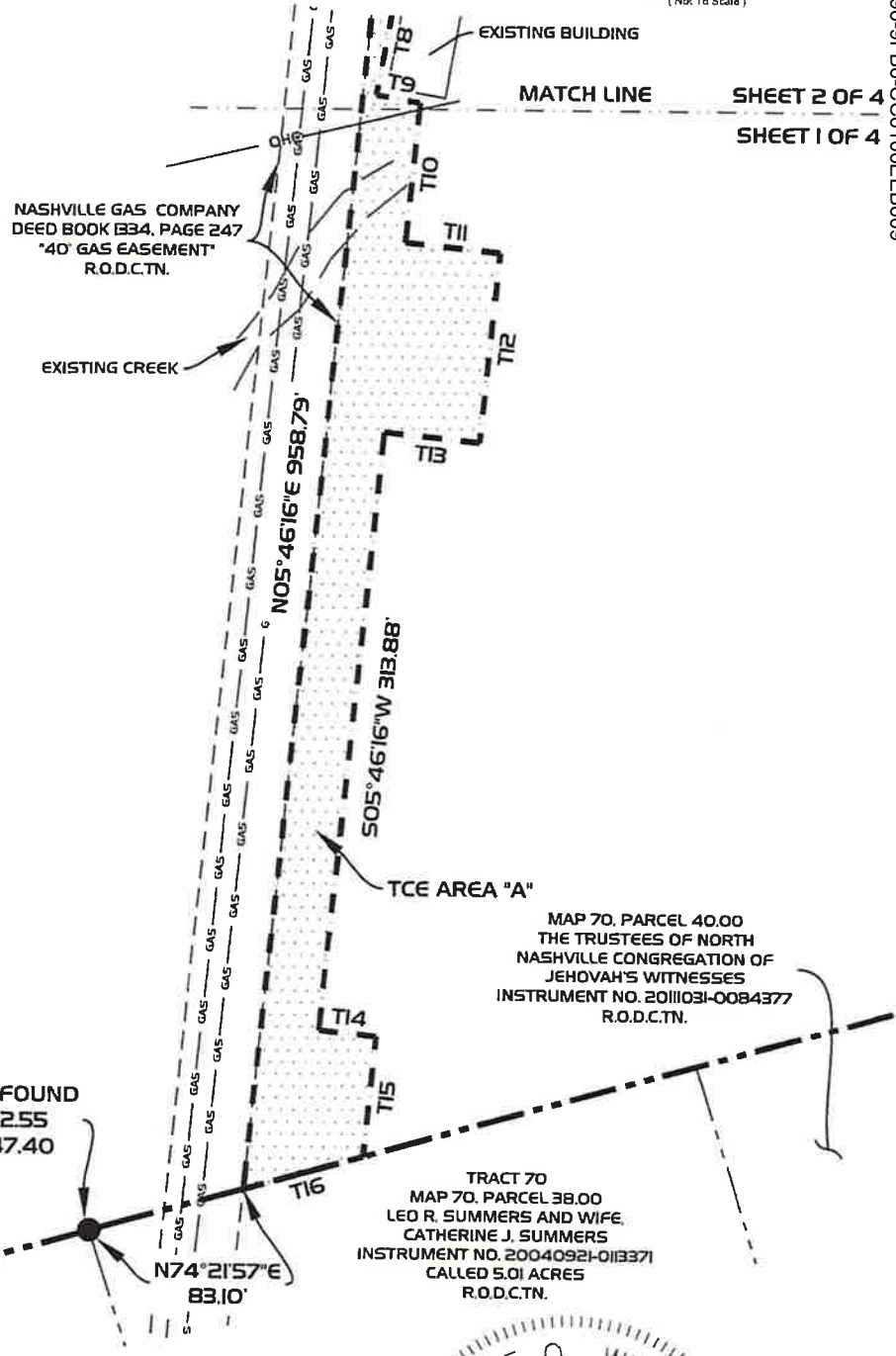
# EXHIBIT "A"



AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT ACCESS EASEMENT	9,881	0.23
PERMANENT EASEMENT AREA	6,938	0.16
TCE AREA "A"	33,058	0.76
TCE AREA "B"	48,140	1.11
TCE AREA "C"	44,400	1.02
TEMPORARY ACCESS EASEMENT	6,629	0.15
USSE AREA	22,885	0.53

TRACT 69  
 MAP 70, PARCEL 6.00  
 METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY  
 DEED BOOK 1198, PAGE 664  
 R.O.D.C.TN.

LINE TABLE		
LINE	DIRECTION	LENGTH
T8	S10° 32' 03"W	60.53'
T9	S79° 30' 04"E	23.21'
T10	S5° 46' 16"W	72.51'
T11	S84° 13' 44"E	50.00'
T12	S5° 46' 16"W	100.00'
T13	N84° 13' 44"W	50.00'
T14	S84° 13' 44"E	30.00'
T15	S5° 46' 16"W	63.24'
T16	S74° 21' 57"W	64.45'



TRACT 71  
 MAP 70, PARCEL 41.00  
 ZION HILL AFRICAN BAPTIST CHURCH  
 INSTRUMENT NO. 20010402-0031096  
 CALLED 5.01 ACRES  
 R.O.D.C.TN.

IRON ROD FOUND  
 N:681592.55  
 E:1725547.40

TRACT 70  
 MAP 70, PARCEL 40.00  
 THE TRUSTEES OF NORTH  
 NASHVILLE CONGREGATION OF  
 JEHOVAH'S WITNESSES  
 INSTRUMENT NO. 20111031-0084377  
 R.O.D.C.TN.

TRACT 70  
 MAP 70, PARCEL 38.00  
 LEO R. SUMMERS AND WIFE,  
 CATHERINE J. SUMMERS  
 INSTRUMENT NO. 20040921-0113371  
 CALLED 5.01 ACRES  
 R.O.D.C.TN.

- 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 ENTITIES 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; REALIZATIONS 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 UNLESS NOTED OTHERWISE.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.TN. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A 'GENERAL PROPERTY SURVEY' AS DEFINED UNDER RULE 0820-3-07. 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	
	IRON ROD FOUND
	ACCESS EASEMENT
	USSE & PERMANENT EASEMENT AREA
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	GAS - EXISTING PIPELINE
	EDGE OF EASEMENT
	OHE - EXISTING POWER LINE
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
 ACROSS THE LANDS OF  
**METROPOLITAN GOVERNMENT OF  
 NASHVILLE AND DAVIDSON COUNTY**  
 DEED BOOK 1198, PAGE 664  
 2715 TUCKER ROAD  
 NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
 PROJECT # 0220338 TRACT # 069\_000

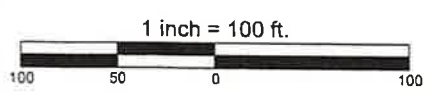
**EI ENERGY LAND & INFRASTRUCTURE**  
 1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217  
 615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM

ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL  
 NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA

DRAWN BY:	P.C.	REVISIONS
DATE:	01/29/2019	08/22/2019
JOB NO.	18-11-3003	02/19/2019
		08/20/2019

SHEET 1 OF 4

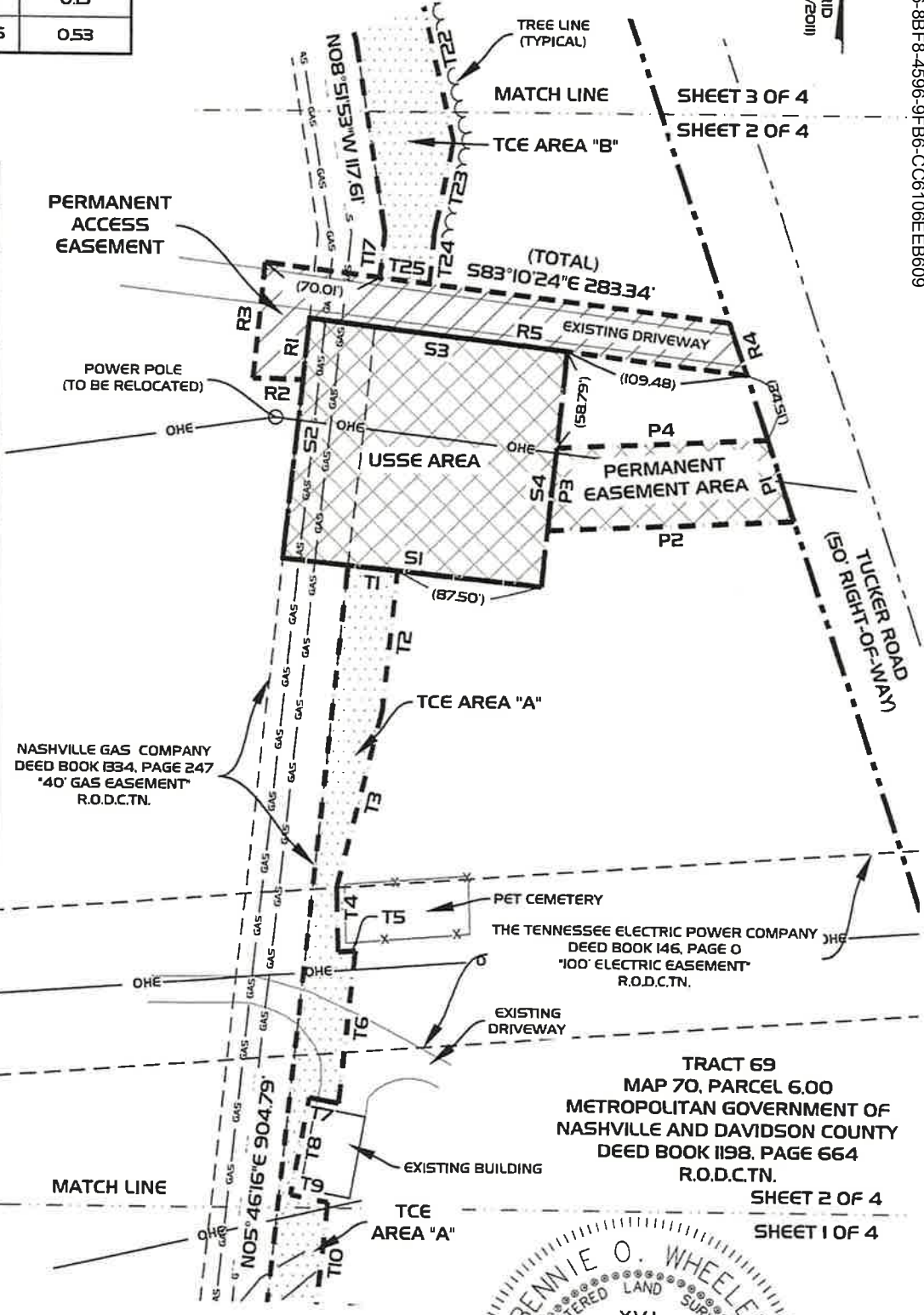
# EXHIBIT "A"



TN GRID  
(NAD 83/2011)

AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT ACCESS EASEMENT	9,881	0.23
PERMANENT EASEMENT AREA	6,938	0.16
TCE AREA "A"	33,058	0.76
TCE AREA "B"	48,140	1.11
TCE AREA "C"	44,400	1.02
TEMPORARY ACCESS EASEMENT	6,629	0.15
USSE AREA	22,885	0.53

LINE TABLE		
LINE	DIRECTION	LENGTH
P1	S18° 32' 07"E	51.96'
P2	S87° 14' 15"W	149.56'
P3	N5° 46' 16"E	50.56'
P4	N87° 14' 15"E	127.94'
R1	S5° 46' 16"W	37.70'
R2	N88° 51' 28"W	30.10'
R3	N5° 46' 16"E	70.69'
R4	S18° 32' 07"E	33.20'
R5	N83° 10' 24"W	267.00'
S1	N84° 13' 44"W	157.50'
S2	N5° 46' 16"E	146.76'
S3	S83° 10' 24"E	157.52'
S4	S5° 46' 16"W	143.86'
T1	S84° 13' 44"E	30.00'
T2	S5° 46' 16"W	85.47'
T3	S13° 54' 19"W	110.74'
T4	S1° 58' 58"E	38.81'
T5	N85° 15' 15"E	10.61'
T6	S5° 46' 16"W	93.30'
T7	N79° 29' 07"W	18.17'
T8	S10° 32' 03"W	60.53'
T9	S79° 30' 04"E	23.21'
T10	S5° 46' 16"W	72.51'
T17	N5° 46' 16"E	27.23'
T22	S12° 48' 49"E	109.81'
T23	S11° 13' 47"W	56.03'
T24	S5° 46' 16"W	31.57'
T25	N83° 10' 24"W	30.01'



TRACT 69  
MAP 70, PARCEL 6.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 1198, PAGE 664  
R.O.D.C.TN.

BENNIE O. WHEELER  
REGISTERED LAND SURVEYOR  
XVI  
AGRICULTURE  
COMMERCE  
TENNESSEE NO. 1546  
08/22/2019

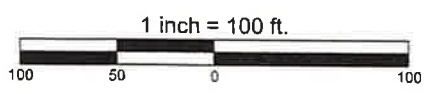
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LEGEND	
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	GAS - EXISTING PIPELINE
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	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
PIEDMONT NATURAL GAS COMPANY, INC.  
ACROSS THE LANDS OF  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 1198, PAGE 664  
2715 TUCKER ROAD  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
PROJECT # 0220338 TRACT # 069 000

ENERGY LAND & INFRASTRUCTURE		
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217 615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM		
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA		
DRAWN BY:	P.C.	REVISIONS
DATE:	01/29/2019	08/22/2019
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		08/20/2019

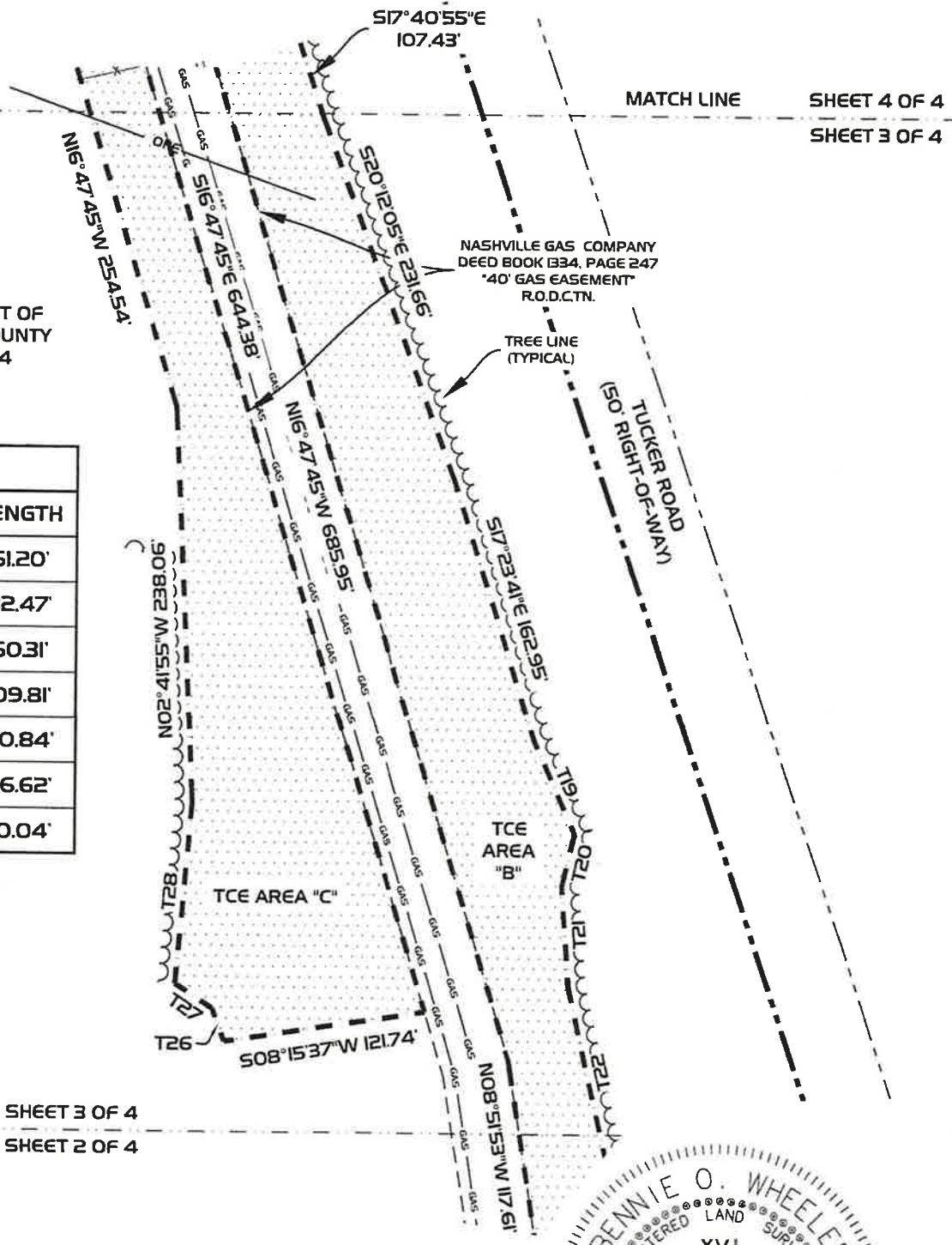
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TRACT 69  
MAP 70, PARCEL 6.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 1198, PAGE 664  
R.O.D.C.TN.

LINE TABLE		
LINE	DIRECTION	LENGTH
T19	S23° 51' 47"E	61.20'
T20	S13° 00' 13"W	32.47'
T21	S3° 51' 22"E	60.31'
T22	S12° 48' 49"E	109.81'
T26	N20° 16' 29"W	20.84'
T27	N56° 19' 48"W	26.62'
T28	N4° 56' 59"E	110.04'



BENNIE O. WHEELER  
REGISTERED LAND SURVEYOR  
XVI  
AGRICULTURE  
COMMERCE  
TENNESSEE NO. 1546

*Bennie O. Wheeler*  
08/22/2019

THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. 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	
	IRON ROD FOUND
	ACCESS EASEMENT
	USSE & PERMANENT EASEMENT AREA
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	GAS - EXISTING PIPELINE
	EDGE OF EASEMENT
	OHE - EXISTING POWER LINE
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

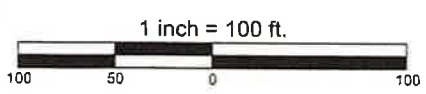
**EASEMENT EXHIBIT FOR  
PIEDMONT NATURAL GAS COMPANY, INC.  
ACROSS THE LANDS OF  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 1198, PAGE 664  
2715 TUCKER ROAD  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE**

PROJECT # 0220338 TRACT # 069\_000

ENERGY LAND & INFRASTRUCTURE		
1420 DONELSON PIKE, SUITE A12 • NASHVILLE, TN 37217 615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM		
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA		
DRAWN BY:	P.C.	REVISIONS
DATE:	01/29/2019	08/22/2019
JOB NO.	18-11-3003	02/19/2019
		08/20/2019

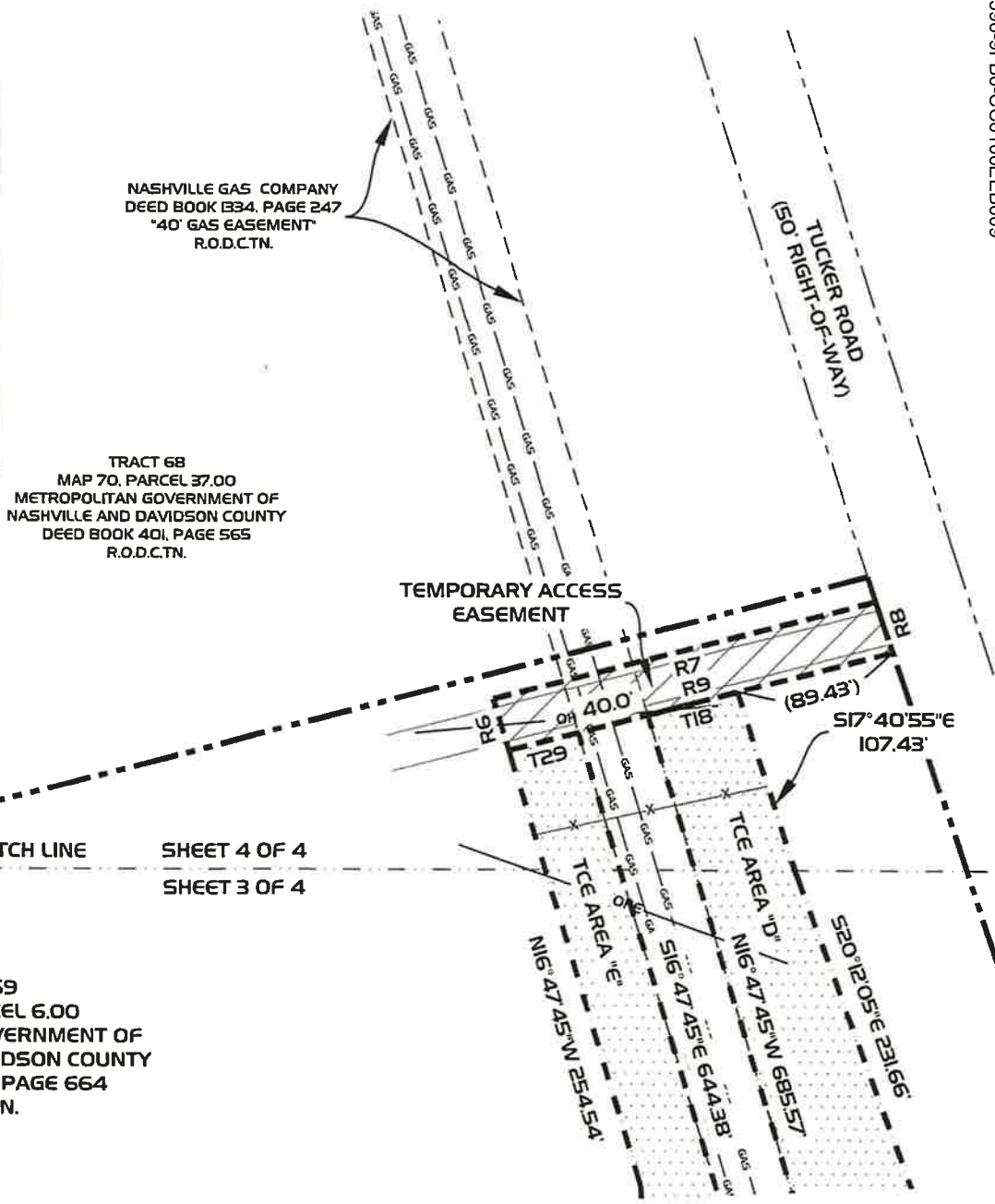
TN GRID  
(MAD 83/2011)

# EXHIBIT "A"



AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
PERMANENT ACCESS EASEMENT	9,881	0.23
PERMANENT EASEMENT AREA	6,938	0.16
TCE AREA "A"	33,058	0.76
TCE AREA "B"	48,140	1.11
TCE AREA "C"	44,400	1.02
TEMPORARY ACCESS EASEMENT	6,629	0.15
USSE AREA	22,885	0.53

LINE TABLE		
LINE	DIRECTION	LENGTH
R6	N16° 47' 45"W	30.03'
R7	N75° 34' 25"E	220.50'
R8	S18° 32' 07"E	30.08'
R9	S75° 34' 25"W	221.41'
T18	N75° 34' 25"E	51.91'
T29	N75° 34' 25"E	40.03'



TRACT 69  
MAP 70, PARCEL 6.00  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
DEED BOOK 1198, PAGE 664  
R.O.D.C.TN.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A 'GENERAL PROPERTY SURVEY' AS DEFINED UNDER RULE 0820-3-07. 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	
	IRON ROD FOUND
	ACCESS EASEMENT
	USSE & PERMANENT EASEMENT AREA
	TCE - TEMPORARY CONSTRUCTION EASEMENT
	GAS - EXISTING PIPELINE
	EDGE OF EASEMENT
	OHE - EXISTING POWER LINE
	ADJOINER PROPERTY/RIGHT-OF-WAY
	SUBJECT PROPERTY

EASEMENT EXHIBIT FOR  
**PIEDMONT NATURAL GAS COMPANY, INC.**  
ACROSS THE LANDS OF  
**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**  
DEED BOOK 1198, PAGE 664  
2715 TUCKER ROAD  
NASHVILLE, DAVIDSON COUNTY, TENNESSEE  
PROJECT # 0220338 TRACT # 069\_000

420 DONELSON PIKE, SUITE 402 • NASHVILLE, TN 37217 615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM		
ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA		
DRAWN BY:	P.C.	REVISIONS
DATE:	01/29/2019	08/22/2019
JOB NO.	18-11-3003	02/19/2019
		08/20/2019



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

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

Project Name: LINE 431 PHASE II IR Number: 0220338

Project Tract #: 69 Consideration: \$16,800

Landowner: Metropolitan Government of Nashville and Davidson County % Ownership: 100.00%

Deliver Check To: Croft and Associates LLC  
352 Lynn Drive  
Nashville, TN 37211

Phone: 615-678-5674

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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>		<b>\$20,000</b>	
<b>PERMANENT</b>			
	Acres	%FMV	
Permanent Easement Area	0.160	50%	\$1,600
Perm. Access Easement Area	0.230	100%	\$4,600
USSE Area	0.530	100%	\$10,600
Flare Site Easement Area			
<b>PERMANENT TOTAL</b>			<b>\$16,800</b>
<b>TEMPORARY</b>			
	Acres	%FMV	
TCE Area	2.890	10%	\$5,780
Temp. Access Easement Area	0.150	50%	\$1,500
<b>CROP DAMAGES</b>			
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages		
	Type	Acres	Yield per Acre Price per Yield Unit
Crops			\$0
Timber			\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>			<b>\$7,300</b>
<b>DAMAGES</b>			
	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages		
Detailed Description of Damages			
<b>DAMAGES TOTAL</b>			<b>\$0</b>
<b>GRAND TOTAL</b>			<b>\$24,100</b>

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 [STATE] law.

**Landowner:**

**Date:**

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_

\_\_\_\_\_  
(PRINT)

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_

\_\_\_\_\_  
(PRINT)

**Land Agent:**

\_\_\_\_\_  
(SIGN)

\_\_\_\_\_

\_\_\_\_\_  
(PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.



- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: Tom Yur w/permission DATE: 11-26-19  
Public Property Director

BY: James Sturges DATE: 26 Nov. 2019  
Piedmont



DocuSign Envelope ID: 3ED3FCB6-8BF8-4596-9FB6-CC6106EEB609

**EASEMENT**

Prepared by: Jeffrey E. James, Attorney, 4720 Piedmont Row Dr., Charlotte, NC 28210  
Return Recorded Document To: Land Services, Natural Gas, Piedmont Natural Gas Company, Inc., 4720 Piedmont Row Drive, Charlotte, NC 28210

STATE OF Tennessee  
COUNTY OF Davidson

*For Internal Informational Purposes Only*  
LINE NO. Line 431 Phase II  
PROJECT TRACT NO. 78  
PROJECT NO. #0220338  
PARCEL ID #: 059-09-0-077.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **Davidson County Board of Education ("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 3249 Page 336, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Four Hundred and No/100 Dollars (\$400.00), 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**").

**Temporary Construction Easement ("TCE").** A temporary right to use the area designated "TCE" on the Survey (the "**TCE Area**") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Piedmont's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Piedmont shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area.

Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and (2) when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Piedmont from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property. The TCE does not grant Piedmont the right to place any permanent natural gas pipelines or appurtenant facilities in the TCE Area.

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 rights 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 the undersigned that the person securing this grant on behalf of Piedmont is without authority to make any agreement with regard to the subject matter hereof which is not expressed herein, and that no such agreement 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

Name: Abraham Wescott

Title: Public Property Director

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF Tennessee  
COUNTY OF Sumner

I, Terri Jaynes, a Notary Public for Sumner County, Tennessee, do hereby certify that Abraham Wescott personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the 8 day of November, 2022

[NOTARY SEAL]



Terri Jaynes Sign

Terri Jaynes Print

My commission expires: March 3, 2026

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing Easement.

Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

\_\_\_\_\_ Sign

\_\_\_\_\_ Print

My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

OATH OF CONSIDERATION

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

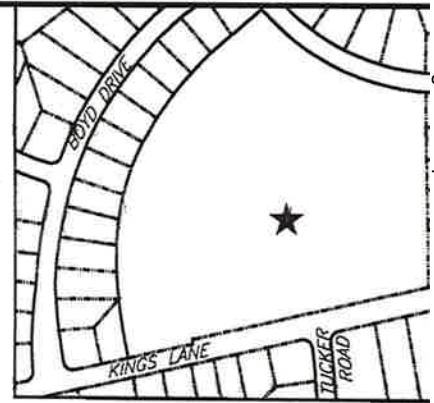
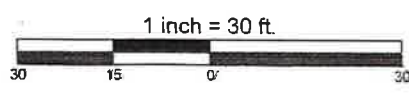
[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

Notary Public

# EXHIBIT "A"

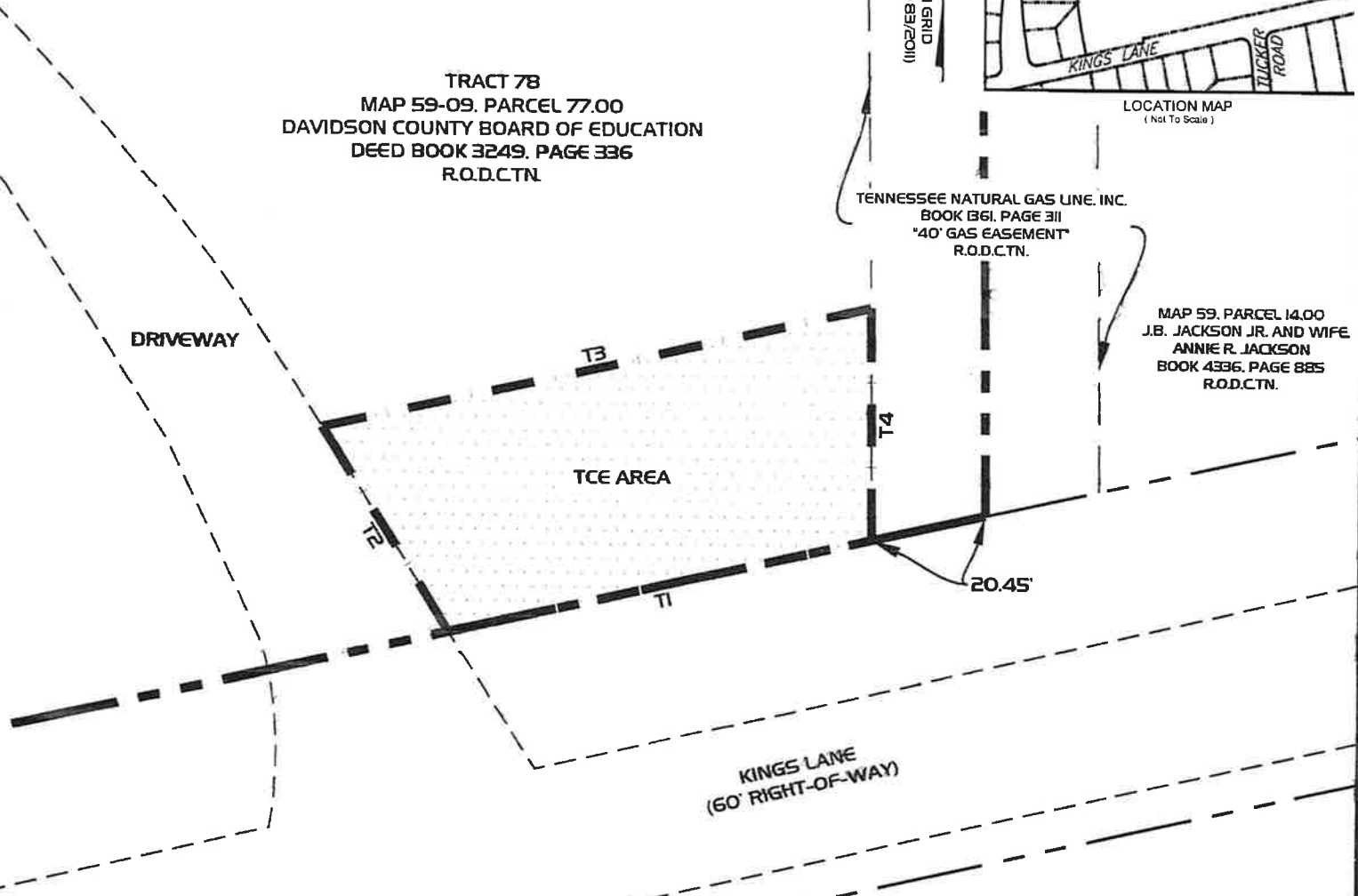
AREA TABLE		
DESCRIPTION	SQ. FT.	ACREAGE
TCE AREA	3,485	0.08



TRACT 78  
 MAP 59-09, PARCEL 77.00  
 DAVIDSON COUNTY BOARD OF EDUCATION  
 DEED BOOK 3249, PAGE 336  
 R.O.D.C.T.N.

TENNESSEE NATURAL GAS LINE, INC.  
 BOOK 1361, PAGE 311  
 "40' GAS EASEMENT"  
 R.O.D.C.T.N.

MAP 59, PARCEL 14.00  
 J.B. JACKSON JR. AND WIFE  
 ANNIE R. JACKSON  
 BOOK 4336, PAGE 885  
 R.O.D.C.T.N.



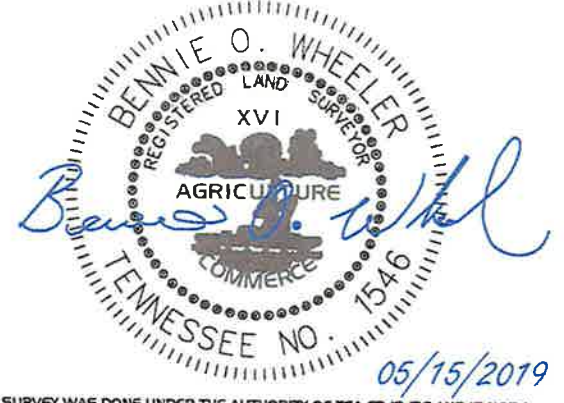
MAP 59, PARCEL 25.00  
 ANDREA P. HILL  
 INSTRUMENT NO. 20150410-0031651  
 R.O.D.C.T.N.

MAP 59, PARCEL 02.00  
 ROBERT L. STEVENS, SR. AND  
 VICTORIA M. STEVENS, TRUSTEES,  
 STEVENS FAMILY REVOCABLE LIVING TRUST  
 AGREEMENT DATED DECEMBER 18, 2014  
 INSTRUMENT NO. 20141229-0118345  
 R.O.D.C.T.N.

MAP 59, PARCEL 14.00  
 JAMES S. BUCK AND WIFE  
 LAURA D. BUCK  
 BOOK 4336, PAGE 885  
 R.O.D.C.T.N.

LINE TABLE		
LINE	DIRECTION	LENGTH
T1	S77° 22' 35"W	75.85'
T2	N31° 58' 05"W	42.39'
T3	N77° 22' 35"E	98.41'
T4	S0° 36' 00"E	40.90'

- 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 ENTITIES 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, REALIZATIONS 2011, EPOCH 2010.00), IN US SURVEY FOOT.
- PROPERTY LINES WERE TAKEN FROM ESRI AND DAVIDSON COUNTY SHP FILES 2012 AND THE GIS USER COMMUNITY.
- THE OUTER LIMITS OF THE TEMPORARY CONSTRUCTION EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
- THIS PLAT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- P.O.B. = POINT OF BEGINNING
- R.O.D.C.T.N. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-4B-26 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0620-3-07. 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.

<p><b>LEGEND</b></p> <p> TCE - TEMPORARY CONSTRUCTION EASEMENT</p> <p> ADJOINER PROPERTY/RIGHT-OF-WAY</p> <p> SUBJECT PROPERTY</p>	<p>EASEMENT EXHIBIT FOR  <b>PIEDMONT NATURAL GAS COMPANY, INC.</b>                  ACROSS THE LANDS OF  <b>DAVIDSON COUNTY BOARD OF EDUCATION</b>                  DEED BOOK 3249, PAGE 336                  MAP 59-09, PARCEL 77.00</p> <p>3200 KINGS LANE                  NASHVILLE, DAVIDSON COUNTY, TENNESSEE</p> <p>PROJECT # 0220338 TRACT # 078_000</p>	<p><b>ENERGY LAND &amp; INFRASTRUCTURE</b>                  1420 DONELSON PIKE, SUITE A02 • NASHVILLE, TN 37217                  615-383-6300 • FAX 615-360-8476 • WWW.ELI-LLC.COM</p> <p>ENGINEERS • SURVEYORS • INFRASTRUCTURE • ENVIRONMENTAL                  NASHVILLE, TENNESSEE • CARY, NORTH CAROLINA • ARLINGTON, VIRGINIA</p> <table border="1" style="width: 100%;"> <tr> <td>DRAWN BY:</td> <td>P.C.</td> <td>REVISIONS</td> </tr> <tr> <td>DATE:</td> <td>03/25/2019</td> <td>04/29/2019</td> </tr> <tr> <td>JOB NO.</td> <td>18-1-3003</td> <td>05/15/2019</td> </tr> </table> <p style="text-align: right;">SHEET 1 OF 1</p>	DRAWN BY:	P.C.	REVISIONS	DATE:	03/25/2019	04/29/2019	JOB NO.	18-1-3003	05/15/2019
DRAWN BY:	P.C.	REVISIONS									
DATE:	03/25/2019	04/29/2019									
JOB NO.	18-1-3003	05/15/2019									



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

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

Project Name: Line 431 Phase II IR Number: 0220338  
 Project Tract #: 78 Consideration: \$400  
 Landowner: Davidson County Board of Education % Ownership: 100.00%

Pay to the Order of:  
 Deliver Check To: Croft and Associates LLC  
352 Lynn Drive  
Nashville, TN 37211  
 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:

<b>PER ACRE FAIR MARKET VALUE ("FMV")</b>	<b>\$43,500</b>
---	-----------------

PERMANENT	Acres	%FMV	
Permanent Easement Area			\$0
Perm. Access Easement Area			\$0
USSE Area			\$0
<b>PERMANENT TOTAL</b>			<b>\$0</b>

TEMPORARY	Acres	%FMV	
TCE Area	0.080	10%	\$348
Temp. Access Easement Area			\$0

CROP DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages			
	Type	Acres	Yield per Acre	Price per Yield Unit
Crops				\$0
Timber				\$0
<b>TEMPORARY/CROP DAMAGE TOTAL</b>				<b>\$400</b>

DAMAGES	SELECT ONE: <input type="checkbox"/> Anticipated Damages <input type="checkbox"/> Post-Construction Damages	
	Detailed Description of Damages	
<b>DAMAGES TOTAL</b>		<b>\$0</b>

<b>GRAND TOTAL</b>	<b>\$400</b>
--------------------	--------------

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. This agreement shall be governed by [STATE] law.

**Landowner:** \_\_\_\_\_ (SIGN) \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ (PRINT)  
 \_\_\_\_\_ (SIGN) \_\_\_\_\_  
 \_\_\_\_\_ (PRINT)

**Land Agent:** \_\_\_\_\_ (SIGN) \_\_\_\_\_  
 \_\_\_\_\_ (PRINT)

## RIGHT OF ENTRY

That for and in consideration of the mutual covenants and agreements contained herein, the payment of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, the Metropolitan Government of Nashville and Davidson County ("Metro"), upon approval from FEMA, hereby grants to Piedmont Natural Gas Company, Inc. ("Piedmont") permission for its employees, representatives, agents, contractors and consultants to enter upon the parcels of property identified in Exhibit A (the "Property") for the purpose of preparing said Property for the construction of permanent improvements, said work to include travel lane/temporary access to temporary work space ("TWS"), clearing trees and vegetation in TWS (collectively, the "Operations").

Piedmont agrees that:

1. This Right of Entry conveys no rights other than those specifically described herein.
2. Piedmont will conduct the Operations with as little disturbance to the Property as is reasonably possible.
3. Piedmont will promptly repair any damage to the Property caused by the Operations. Piedmont does not consider clearing activities to be damages.
4. Piedmont will indemnify Metro, its officers, agents and employees against any claims, suits, damages and causes of action arising from or relating to the Operations.
5. Piedmont will provide and keep in force policies of commercial general liability insurance having limits not less than three million dollars (\$3,000,000) for each occurrence and five million dollars (\$5,000,000) in aggregate coverage for bodily injury and property damage occurring as a result of or relating to the Operations. Such policies shall name the Metropolitan Government as an additional insured.

Evidence of coverage as required by this paragraph shall be provided to Metro prior to the commencement of any Operations. Policies contemplated by this paragraph shall be issued by a company or companies authorized to do business in Tennessee and approved by Metro. Metro acknowledges that Piedmont self-insures all coverages.

6. Piedmont will advise the Director of the Metropolitan Department of General Services and any other persons the Director may designate prior to any entry upon the Property to undertake the Operations.
7. Piedmont understands and agrees that it will not commence any Operations unless and until FEMA has reviewed and approved Piedmont's project for the installation of the pipeline.
8. This Right of Entry is not exclusive, and the Metropolitan Government retains the right to use the Property for any and all purposes at any time which do not unreasonably interfere with Piedmont's rights granted herein.
9. Either party may cancel this agreement upon thirty (30) days' written notice to the other party.

- 10. This agreement shall commence upon receipt of the final approval from FEMA of Piedmont's Natural Gas Line 431 Phase 2 project, Whites Creek Pike and West Hamilton Avenue.
- 11. This agreement shall automatically terminate upon passage of an ordinance by the Metropolitan Council granting Piedmont permanent easements for the construction of Piedmont's Natural Gas Line 431 Phase 2 project; provided that the agreement shall only terminate as to those parcels for which Metro has granted permanent easements if not all permanent easements are granted simultaneously.

BY: *Tom Ylinen* w/permission DATE: 11-26-19  
 Public Property Director

BY: *James Sturges* DATE: 26 Nov. 2019  
 Piedmont



**Certificate Of Completion**

Envelope Id: 3ED3FCB68BF845969FB6CC6106EEB609	Status: Delivered
Subject: PNG easement legislation	
Source Envelope: F7B41096D5814B7DBF0D691CE4CC1BDB	
Document Pages: 59	Signatures: 0
Certificate Pages: 14	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.185

**Record Tracking**

Status: Original	Holder: Ronald Colter	Location: DocuSign
1/5/2023 12:57:36 PM	Ronald.colter@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

**Signer Events**

Signature	Timestamp
Sally Palmer	Sent: 1/5/2023 1:00:25 PM
sally.palmer@nashville.gov	Viewed: 1/5/2023 1:02:07 PM
Security Level: Email, Account Authentication (None)	
<b>Electronic Record and Signature Disclosure:</b>	
Accepted: 1/5/2023 1:02:07 PM	
ID: ceaaa6ee-6471-4fcb-b8b6-70b8505ee54e	

**In Person Signer Events**

Signature

Timestamp

**Editor Delivery Events**

Status

Timestamp

**Agent Delivery Events**

Status

Timestamp

**Intermediary Delivery Events**

Status

Timestamp

**Certified Delivery Events**

Status

Timestamp

**Carbon Copy Events**

Status

Timestamp

**Witness Events**

Signature

Timestamp

**Notary Events**

Signature

Timestamp

**Envelope Summary Events**

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/5/2023 1:00:26 PM
Certified Delivered	Security Checked	1/5/2023 1:02:07 PM

**Payment Events**

Status

Timestamps

**Electronic Record and Signature Disclosure**