

THIS electric utility easement ("Easement") is made and granted as of this ____ day of _____, 20__, from the Metropolitan Government of Nashville and Davidson County, Tennessee ("Grantor"), to the Metropolitan Government of Nashville and Davidson County, Tennessee, acting and by through the Electric Power Board under the service name Nashville Electric Service ("Grantee").

WHEREAS, Grantor is the owner of, or has an interest in, that premises situated in the County of Davidson, Tennessee, as more particularly described in the instrument recorded in Book 7913, Page 174, and as corrected by Book 8398, Page 819, Register's Office of Davidson County, Tennessee (the "Premises").

WHEREAS, Piedmont Natural Gas Company, Inc. ("Piedmont") is the holder of a limited interest in the Premises by way of a Purchase Agreement dated July 6, 2021 (as amended from time to time, the "Purchase Agreement") and joins herein to evidence its consent hereto.

For and in consideration of the sum of \$25,200.00 cash in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, has this day granted to Grantee a permanent utility easement for the following purpose: the perpetual right to enter and to erect, maintain, repair, rebuild (in the same location), operate and patrol one electric pole and overhead conductors and communications circuits with all necessary overhead equipment reasonably incident thereto including the right to, without the use of any ground disturbing activities, clear said Easement Area and keep the same clear of brush, timber, inflammable structures, buildings, permanent structures, and fire hazards ("Work"); all over, upon, and across the following described land, to wit:

6' x 280' Utility Easement

A tract of land in Davidson County, Tennessee; generally located along the eastern right-of-way margin of 2nd Avenue North and south of Stockyard Street; being more particularly described as follows:

Being a 6 feet wide utility easement beginning at a proposed underground riser pole, said pole being located approximately 45 feet from the southwest corner of Parcel ID# 08214002100, thence extending north 280 feet, more or less, along, adjacent and adjoining the eastern right-of-way margin of 2nd Avenue North, said margin also being the western boundary of Parcel ID# 08214002100; as located and constructed on said premises at a location known and agreed to by the grantor(s). [See attached Exhibit "A" ("Easement Area").]

To have and to hold the said easement to Grantee, its successors and assigns forever.

Grantor does further covenant and agree that the payment of the purchase price above stated is accepted by Grantor as full compensation for all damages incidental to the exercise of any of the rights above described; except that said Grantee shall remain liable for any additional damages which may be caused to the Premises of the undersigned in the erection and maintenance of said facilities. The parties further agree to the following:

1. **Access and Environmental Requirements.** Grantor authorizes Grantee and its employees, officers, agents, servants, sub-contractors, independent contractors and representatives (individually, a "Grantee Party" and collectively, the "Grantee Parties") access to the Easement Area for the sole purpose of performing the Work, at Grantee's sole cost and expense, strictly in accordance with the following procedures:

(a) Grantee shall be responsible for and act as the generator with respect to any wastes generated by the Work. The Work shall be conducted during the normal business hours of the Premises,

unless Grantor and Piedmont otherwise approve in writing. Grantee shall deliver to Grantor and Piedmont a written request to enter the Easement Area not less than fifteen (15) business days prior to the intended date of entry. Each such request shall specify the intended date of entry and shall provide a detailed description of the Work, including, without limitation, a list of Grantee Parties who will be performing the Work, evidence acceptable to Grantor and Piedmont that such Grantee Parties have 40-hr HAZWOPER training and a site-specific health and safety plan acceptable to Grantor and Piedmont (for the purpose of clarification, Grantee Parties may consist of one individual that has received 40-hrs HAZWOPER training to enter the site prior to breaking ground, and, at such time as ground is broken, all Grantee Parties handling soil cuttings, equipment decontamination and waste disposal shall have 40-hrs HAZWOPER training), a copy of the Work Plan (defined below), a "One-Call ticket" for all subsurface activities at the Easement Area and such other information as Grantor and/or Piedmont shall reasonably require in connection with the Work. Neither Grantee nor any Grantee Party shall enter the Easement Area until both Grantor and Piedmont have given written approval of both the request and the Work Plan. As used herein, "**Work Plan**" shall mean a reasonably detailed work plan outlining the scope of work and schedule and procedures for conducting the Work. The Work Plan shall provide reasonable details concerning proper management, characterization, and disposal of all hazardous materials and wastes including drilling-related wastes in accordance with all local, state and federal laws and regulations. The Work shall not be conducted without both Grantor's and Piedmont's prior written approval of the Work Plan. Grantee shall comply with the approved Work Plan.

- (b) For each Grantee Party that performs Work, Grantee shall maintain for a period of five (5) years documentation that such Grantee Parties received 40-hr HAZWOPER training.
 - (c) Representatives of both Grantor and Piedmont shall have the right, but not the obligation, to be present during the Work and to take photographs during the Work, including, without limitation, photographs of all Work performed by Grantee and any Grantee Parties including any recovered drilling cores or other recovered materials showing possible soil, bedrock, waste, and/or groundwater conditions.
 - (d) All drilling fluids shall be properly captured, containerized and managed as a site-specific waste stream. All drilling and non-disposable equipment that comes in contact with subsurface soil, bedrock, and/or groundwater shall be properly decontaminated prior to leaving the Easement Area. All decontamination fluids and materials shall be properly captured, containerized and managed as a site-specific waste stream.
2. **Brownfield Site.** Grantee hereby acknowledges that the Premises has been entered into the Tennessee Department of Environment and Conservation's ("TDEC") Brownfield Voluntary Cleanup Oversight and Assistance Program and that prior uses of the Premises include operation of a manufactured gas plant and certain other refueling (gasoline and diesel UST) activities. Grantee further acknowledges and agrees that certain chemical constituents of concern could be present in the Premises, and that other known Brownfield properties are located upgradient of and adjacent to the Premises and may be causing unknown constituents of concern impacting the Premises. Grantee voluntarily, knowingly, and unconditionally releases, waives and forever discharges Grantor and Piedmont, their affiliates, successors, and their respective officers, directors, and employees from all claims, demands, costs, suits, losses, damages, causes of actions, and relief of every nature, whether known or unknown and whether in law or in equity, arising out of the prior use of the Premises as a manufactured gas plant and certain other refueling (gasoline and diesel UST) activities previously conducted on the Premises. This Section 2 shall survive the termination of this Easement.
3. **Effect of TDEC Environmental Restrictions.** In the event that any environmental restrictions or requirements applicable to the Premises are approved or imposed by TDEC ("**TDEC Restrictions**"), such TDEC Restrictions shall automatically be applicable to Grantee's Work in addition to those environmental requirements described in (a)-(d) of Section 1 of this Easement, and Piedmont's approval of a Work Plan pursuant to Section 1(a) shall be conditioned upon compliance with all applicable TDEC Restrictions. In the event that TDEC Restrictions go into effect, then either party can

request that this Easement be amended to expressly reflect and incorporate the TDEC Restrictions and, if applicable, update any other environmental requirements. Each party shall cooperate in good faith in order to promptly execute such an amendment. For clarity, all rights and obligations of the parties arising from acts or omissions occurring in connection with then-applicable environmental requirements shall continue to be of full force and effect if such environmental requirements are subsequently modified or replaced.

4. **Reservation of Rights.** Neither Grantee nor any Grantee Party shall unreasonably interfere with the use, occupancy or enjoyment rights of Grantor or Piedmont and their respective employees, contractors, customers or guests. Grantor's and Piedmont's reserved rights shall expressly include, without limitation, a right to access and use the Premises and Easement Area for the purposes of preparing for, conducting, or directing environmental testing, remediation, utility relocation, and all activities reasonably related thereto, and Piedmont may exercise such rights both prior to closing on the Premises pursuant to the Purchase Agreement and after Piedmont has become fee owner of the Premises.
5. **Condition of Premises.** Grantor and Piedmont make no warranties or representations regarding the condition of the Premises or the Easement Area. Grantee accepts the Easement Area "AS IS" and expressly waives any and all claims against Grantor and Piedmont and its affiliates and their officers, employees, assigns, successors, partners, shareholders, members, directors and agents relating to or arising from the condition of the Premises and/or Easement Area.
6. **Damages and Risk.** Grantee shall, at its own expense, promptly fill and compact any holes, and otherwise restore any damage to the Premises related to the Work. Upon completion of the Work, Grantee shall be responsible for returning the Premises to the condition existing prior to its entry. Representatives of both Grantor and Piedmont shall have the right, but not the obligation, to be present during any such restoration and to take photographs during the restoration. Neither Grantee nor any Grantee Party shall damage any part of the Premises or any personal property of any person or entity. Neither Grantee nor any Grantee Party shall injure or otherwise cause bodily harm to Grantor, Piedmont, or their agents, guests, invitees, contractors and employees or any tenants or their guests or invitees.

Grantee expressly assumes all risk in connection with completion of the Work and use of the Easement Area. To the fullest extent permitted by law, Grantee expressly agrees to defend, indemnify, release and hold Grantor, Piedmont, and their affiliates and each party's officers, employees, servants, assigns, successors, partners, shareholders, members, directors and agents harmless from any and all liabilities, claims, losses, suits, actions, judgements, damages, costs (including reasonable attorneys' fees), expenses and penalties whatsoever arising out of or resulting from (a) the Work conducted by Grantee and/or any Grantee Party, (b) the exercise of Grantee's rights under this Easement, or (c) any breach by Grantee and/or any Grantee Party of the terms hereof. Neither Grantor nor Piedmont shall hold harmless or indemnify Grantee for any liability, claim, loss, suit, action, judgement, damage, cost, expense or penalty whatsoever. This paragraph shall survive termination of this Easement.

7. **Insurance.** Before and during Work, Grantee and each Grantee Party conducting all or any portion of the Work shall maintain workers' compensation insurance in accordance with applicable law, and Grantee and each Grantee Party conducting all or any portion of the Work, shall maintain (1) commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000.00) for bodily or personal injury or death, (2) property damage insurance in the amount of at least Two Million Dollars (\$2,000,000.00), and (3) contractual liability insurance with respect to the obligations of Grantee herein. Grantee shall deliver to Grantor and Piedmont evidence of such workers' compensation insurance and a certificate evidencing the commercial general liability, property damage and contractual liability insurance before conducting any Work in the Easement Area. Each such insurance policy shall be written by a reputable insurance company having a rating of at least "A+:VII" by Best's Rating Guide (or a comparable rating by a successor rating service), and shall otherwise be subject to Grantor's and Piedmont's prior approval. Such insurance policies shall name as additional insureds Grantor, Piedmont, and their affiliates and each party's respective directors,

officers and employees and such other parties holding insurable interests as Grantor and/or Piedmont may designate and shall contain a waiver of subrogation so that no insurer shall have any claim over or against Grantor, Piedmont, and their affiliates and each party's directors, officers, employees and affiliates by way of subrogation or otherwise with respect to any claims which are insured under any such policy. Grantee hereby waives all rights of subrogation that otherwise would inure to its benefit or the benefit of its insurers, all effective without further action.

8. **Compliance with Laws; Liens.** Grantee shall at all times comply with any and all applicable federal, state, and local laws (including without any limitation any ordinances, resolutions, and/or statutes). Neither Grantee nor any Grantee Party has authority to do anything that may result in a lien or encumbrance against the Premises in connection with the Work. Without limiting the foregoing, however, Grantee agrees to promptly pay when due all costs associated with the Work and not to cause, permit or suffer any lien or encumbrance to be asserted against the Premises related to the Work.
9. **Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be (a) sent by United States Mail, postage prepaid, registered or certified mail, return receipt requested, in which case the notice will be deemed delivered two business days after being deposited in the United States mail; (b) sent by overnight delivery using a nationally recognized overnight courier, in which case the notice shall be deemed delivered one business day after deposit with the courier; or (c) sent by personal delivery, in which case the notice will be deemed delivered on the date of delivery. Any notice or other communication shall be sent to the address of the recipient provided below. Each party may change its address by giving the other parties five (5) days advance written notice of that change.

"Grantee's Notice Address" shall be as follows:

Nashville Electric Service
Attn: Executive Management
1214 Church Street
Nashville, Tennessee 37246

With a copy to:

Nashville Electric Service
Attn: Legal Department
1214 Church Street
Nashville, Tennessee 37246

"Grantor's Notice Address" shall be as follows:

Metropolitan Government of Nashville and
Davidson County, Tennessee
Attn: Director, Department of Finance
106 Metropolitan Courthouse
Nashville, Tennessee 37201

With a copy to:

Attn: Director, Department of Law
108 Metropolitan Courthouse
Nashville, Tennessee 37201

"Piedmont's Notice Address" shall be as follows:

Piedmont Natural Gas Company, Inc.
Attn: Land Manager (Gas) and Legal
Department – Commercial Legal Support (Gas)
4720 Piedmont Row Drive
Charlotte, North Carolina 28210

10. **Enforcement.** A default or breach of this Easement by Grantee shall occur if Grantee fails to observe and perform any obligation under this Easement to be observed or performed by Grantee. Grantor and/or Piedmont may enforce the terms of this Easement by any and all legal and equitable means necessary, in such party's sole discretion, including, without limitation, injunction and monetary damages, and Grantor and Piedmont shall be entitled to recover court costs and reasonable attorneys' fees from Grantee if applicable. Notwithstanding anything contained herein to the contrary, in the event of default or breach by Grantee hereunder, Grantor and/or Piedmont at any time may terminate this Easement and pursue such remedies as are available under applicable law. If Grantee deems Grantor and/or Piedmont to be in non-compliance with the terms of this Easement, Grantor's sole remedy shall be to terminate this Easement by written notice to Grantor and Piedmont and Grantee shall in no event be entitled to damages or reimbursement of costs and expenses from either Grantor or Piedmont.
11. **Ownership of Premises.** Grantor represents that, to the best of its knowledge, it is lawfully seized and possessed of the Premises, have a good and lawful right to convey the same, and that the same is free of all encumbrances, except those shown of record.
12. **Effect of Piedmont Ownership.** In the event that Piedmont becomes the fee owner of the Premises, then all rights granted to Piedmont herein separate and independent of those rights assigned to Grantor shall automatically merge into a single and unified set of rights vested in Piedmont. In the event that Piedmont subsequently sells the Premises after such rights have been unified into a single set of rights at the time of Piedmont's fee simple acquisition, then the unified set of rights shall vest in the successor in title to the Premises which receives fee simple ownership from Piedmont, and Piedmont shall not have any further rights whatsoever in relation to this Easement.
13. **Governing Law.** This Easement shall be construed according to the laws of the State of Tennessee.
14. **Amendments.** This Easement may not be modified or amended except by another written instrument signed by all parties.
15. **Survival.** All unperformed obligations of Grantee shall survive the termination of this Easement.
16. **Binding Effect.** This Easement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, but no third party may seek to enforce, nor shall benefit from, this Easement.
17. **Severability.** The provisions of this Easement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the parties hereto intend that the remaining provisions will remain in full force and effect.
18. **Captions.** Captions in this Easement are for ease of reference only and should not be considered in the construction of this Easement.
19. **Waiver.** Failure by any of the parties hereto to enforce or exercise any right in this Easement will not be construed as a present or future waiver of such right.
20. **Assignability.** This Easement may not be assigned by Grantee without the express written consent of Grantor and Piedmont, which consent may be withheld in either party's sole discretion.

SEE NEXT PAGE FOR SIGNATURE AND NOTARY

IN WITNESS WHEREOF, Grantor has executed this Electric Utility Easement by its undersigned authorized representative on the _____ day of _____, 20____.

GRANTOR

By: _____

Name: _____

Title: _____

For: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, _____, of the state and county mentioned above, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be president (or other officer authorized to execute the instrument) of _____, the within named Grantor, a governmental agency, and that such president or officer as such _____, executed the foregoing instrument for the purpose therein contained.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, Grantee has executed this Electric Utility Easement by its undersigned authorized representative on the _____ day of _____, 20____.

GRANTEE

By: _____

Name: _____

Title: _____

For: _____

Approved as to Form and Legality:

Attest:

By: _____
Laura Smith, VP & General Counsel

David Frankenberg, Secretary

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, _____, of the state and county mentioned above, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be president (or other officer authorized to execute the instrument) of _____

_____, the within named Grantee, a governmental agency, and that such president or officer as such _____, executed the foregoing instrument for the purpose therein contained.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the interested party named below has executed this Electric Utility Easement by its undersigned authorized representative on the 11th day of FEBRUARY, 2023.

PIEDMONT NATURAL GAS COMPANY, INC.
(as to its Purchase Agreement interest)

By: [Signature]
Name: Ebony Wiggins
Title: manager Land services
For: Piedmont Natural Gas

STATE OF North Carolina)
COUNTY OF Mecklenburg)

Before me, T. Annette Erwin, of the state and county mentioned above, personally appeared Ebony Wiggins, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged to be president (or other officer, director, or manager authorized to execute the instrument) of Piedmont Natural Gas.

_____ the within named interested party, a corporation, and that such president, officer, director, or manager as such Ebony Wiggins, executed the foregoing instrument for the purpose therein contained.

T. ANNETTE ERWIN
Notary Public
Union County, NC
Commission Expires November 24, 2024

[Signature]
Notary Public
My Commission Expires: 11/24/2024