

ORDINANCE NO. _____

An ordinance approving an agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services ("MWS"), and Piedmont Natural Gas Company ("Piedmont") for shared use of MWS' Access Drive (Proposal No. 2021M-024AG-001).

WHEREAS, MWS and Piedmont were granted permanent easements across a portion of parcel 14614004700; and,

WHEREAS, pursuant to the terms of the agreement ("Agreement") attached as Exhibit 1 to the ordinance, Piedmont has agreed to widen the Access Drive and maintain the Access Drive (with 50% reimbursement from MWS) in exchange for shared use of MWS' Access Drive; and,

WHEREAS, approval of the Agreement is in the best interest of the Metropolitan Government.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Agreement (Exhibit 1) between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services ("MWS"), and Piedmont Natural Gas Company ("Piedmont"), attached hereto and incorporated herein, is hereby approved, and the Director of Water and Sewerage Services is authorized to execute the same.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to effect the purposes of this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

Scott Potter

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Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Trael Webb

D56E33C0994645C...

Trael Webb, Director
Public Property Administration

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo/mjw

62377A2A8742469...

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd

A355FC378FE2417...

Assistant Metropolitan Attorney

ACCESS AGREEMENT

THIS ACCESS AGREEMENT (“Agreement”) is made as of the ___ day of _____, 2021 (the “**Effective Date**”) by Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services (“MWS”) and Piedmont Natural Gas Company (“Piedmont”).

WITNESSETH:

WHEREAS, MWS was granted a permanent easement across a portion of parcel 14614004700, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (the “MWS Easement”);

WHEREAS, Piedmont was granted a permanent easement across a portion of parcel 14614004700, as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (the “Piedmont Easement”);

WHEREAS, MWS operates and maintains a sewer pump station within their easement and to access the pump station, built an access drive off Franklin Pike (“Access Drive”); and,

WHEREAS, Piedmont will maintain a gas regulator station within their easement, directly north of MWS’ pump station; and,

WHEREAS, Piedmont has requested Metro allow Piedmont to utilize the Access Drive to monthly monitor and maintain their gas regulator station; and,

WHEREAS, in exchange for shared use of MWS’ Access Drive, Piedmont has agreed to widen, the Access Drive and maintain the Access Drive (with 50% reimbursement from MWS), to account for wear and tear to the Access Drive; and,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows.

Section 1. Access Drive. MWS has previously constructed an Access Drive within MWS’ permanent easement that provides for vehicular and pedestrian access, ingress, and egress, the general location of which is depicted on the attached **Exhibit “C”** and incorporated herein. Pursuant to this Agreement, Piedmont, its employees, agents, and contractors shall be granted a right of entry over, across, and upon the Access Drive solely for purposes of: (a) construction, maintenance, improvement, pavement, widening and modifying the Access Drive and (b) vehicular and pedestrian access, use, ingress, and egress. The rights conveyed hereby shall be exercised in accordance with all applicable law and the Metropolitan Code and in a manner such that activities upon the Access Drive do not unreasonably interfere with MWS’ use and operation of MWS’ easement or MWS’s Access Drive. MWS retains and reserves unto itself, its employees, tenants, subtenants, invitees, licensees and agents the right to use the Access Drive for any and all legal purposes which do not unreasonably interfere with the rights granted to Piedmont herein. Piedmont shall not fence, barricade, or otherwise obstruct in any way the Access Drive.

Section 2. Access Drive Upgrades and Maintenance. Upon execution of this agreement and prior to Piedmont’s shared used of the Access Drive, Piedmont, at its own cost, shall cause the current Access Drive to be widened to two (2) lanes, one in each direction, and constructed of a webbed soil stabilization system (type GEOWEB or equivalent) with gravel to be used in the final phase of construction, and will include a TDOT/Metro approved concert apron at the entrance/exit (“Upgrades”).

Piedmont shall be responsible for completing the actual maintenance and repair of the Access Drive upon completion of the Upgrades; provided, however, that within sixty (60) days of receipt of an invoice, MWS shall reimburse Piedmont for fifty percent (50%) of all reasonable, direct, and verifiable expenses incurred by Piedmont in connection with maintaining or repairing the Access Drive. Notwithstanding the foregoing, prior to undertaking any maintenance or repairs to the Access Drive, the cost of which would exceed \$5,000, Piedmont shall receive prior, written approval from MWS. The foregoing obligations shall include, without limitation, maintaining the paved surface of the Access Drive and completing any resurfacing, if necessary, but shall specifically exclude snow and ice removal. Each party shall be responsible for removal of snow and ice, at its sole cost, to the extent necessary to facilitate its use of the Access Drive and assumes the risk of use of the Access Drive in snowy or icy conditions by its employees, agents, contractors, and invitees.

Section 3. No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Access Drive to or for the general public or for any public purposes whatsoever, it being the intention of MWS that this Agreement shall be strictly limited to and for the purposes expressed herein.

Section 4. Insurance. Piedmont and/or its contractors and subcontractors that perform any maintenance, repair, paving and/or replacement of the Access Drive shall at all times maintain a comprehensive general liability policy for the use of the Access Drive with a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage with an insurance company or companies licensed to do business in Tennessee.

Section 5. Bond. Piedmont shall provide MWS a bond in the amount of \$40,000.00 at or prior to any construction on the Access Drive pursuant to Section 2 above. The bond requirement shall be released upon completion of construction to MWS's reasonable satisfaction. For so long as the bond is required, Piedmont shall replace or renew the bond in the full required penal sum if MWS makes a call on the original.

Section 6. Indemnification. Piedmont shall defend (if requested), indemnify and hold harmless MWS against and from all claims, actions, damages, liability or expense (including, but not limited to, reasonable attorneys' fees) which MWS may incur in connection with (a) any injuries to or deaths of persons, or damage to real or personal property, arising out of the exercise or use of the Access Drive by Piedmont, or its agents, employees or contractors, and (b) any construction or other liens imposed upon the Piedmont as a result of work performed at the direction of MWS.

Section 7. Termination. MWS may cancel this agreement if Piedmont fails to cure a breach of this agreement to MWS's reasonable satisfaction within thirty (30) days of written notice to Piedmont. However, if Piedmont's breach of the Agreement unreasonably interferes with MWS' use and operation of MWS' easement or MWS' Access Drive, then MWS may cancel this agreement if Piedmont fails to cure the breach to MWS's reasonable satisfaction within a reasonable period of time specified by MWS, which in no event shall be less than three (3) days, given the nature of such breach and interference.

Section 8. Servient Estate Authorization. Piedmont affirms that is has received authorization from the servient estate as further described in Exhibit B and that the servient estate has consented to Piedmont's shared use of the Access Drive.

Section 9. Assignment. Piedmont may not assign its right of entry over, across, and upon the Access Drive.

Section 10. Law and Venue. The validity, enforceability and interpretation of this Agreement will be determined in accordance with the laws of Tennessee. Any legal action relating to this Agreement will be maintained only in a state or federal court located in Davidson County, Tennessee.

Section 11. Severability. The provisions of this Agreement are severable and the invalidity of one or more of the provisions will not affect the validity or enforceability of any other provisions.

Section 12. Waiver. The delay or failure of MWS to exercise any of its rights under this Agreement does not impair or waive any of its rights.

Section 13. Amendments. This Agreement may be amended only by a written document executed by MWS and Piedmont and shall be effective upon approval by the Metropolitan Council.

Section 14. Notices. Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing and shall be sent to the following address:

Metro Water Services

Attn: Walter Ashford, P.E.
Department of Water and Sewerage Services
1600 Second Avenue North
Nashville, TN 37208

Piedmont

Attn: Ronny Howell
Manager – Land Services
4720 Piedmont Row Drive
Charlotte, NC 27210

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this Agreement as of the day and year set forth below.

METROPOLITAN DEPARTMENT OF WATER AND SEWERAGE SERVICES

DocuSigned by:

Scott Potter

894E7D0AED2B458
Scott Potter, Director

PUBLIC PROPERTY ADMINISTRATION

DocuSigned by:

Traci Webb

D5CE33C0994645C
Traci Webb, Director

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

62377A2A8742469
Kevin Crumbo, Director

APPROVED AS TO INSURANCE:

DocuSigned by:

Balogun Cobb

634f00574fc
Director of Insurance/Risk Management

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd

E355FC378EF2427
Assistant Metropolitan Attorney

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

DATE: _____

PIEDMONT

By: DocuSigned by: Ronny Howell
Name: *Ronny Howell*
Title: Manager Land Services
Address: 4720 Piedmont Row Drive
Charlotte, NC 27210

EXHIBIT "A"

MWS EASEMENT DOCUMENTS

This instrument was prepared by the
Metropolitan Department of Water and
Sewerage Services
1600 2nd Avenue North
Nashville, Tennessee

BOOK 7487 PAGE 581

1391

AGREEMENT FOR DEDICATION OF EASEMENT

1987 DE/OP 0101 03CHECK

for

SANITARY SEWERS AND/OR STORM DRAINAGE

IDENTIFICATION REFERENCE

MAR 9 2 01 PM '88

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

A 20-foot permanent easement across a portion of the Belmont Assembly of God Church at Nashville property, the centerline of said easement being more particularly described as follows:

Beginning at a point in the northerly boundary of the easement for the pumping station site as described in Easement No. 1-1 under Project No. 86-SC-36; said point being eastwardly 10 feet, more or less, from the easterly right-of-way of Franklin Pike; thence northwardly 608 feet, more or less, to a point in the aforesaid property, said point being eastwardly 35 feet, more or less, from the easterly right-of-way of Franklin Pike.

A 10-foot temporary construction easement being east of and adjacent to the aforescribed permanent easement, said temporary construction easement to be abandoned upon completion of construction.

Being part of the property conveyed to Belmont Assembly of God Church at Nashville, the deed for which is of record in Book 5186, Page 705, R.O.D.C., Tennessee.

Grantors, their heirs, successors and assigns hereby reserve the right to 3(three) sewer taps, no larger than six inches, in consideration for granting this easement. This clause does not provide that Grantee will tie the property onto the sewer.

The Contractor shall protect and restore the property to a condition similar or equal to that existing prior to construction.

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of Metropolitan Government of Nashville and Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

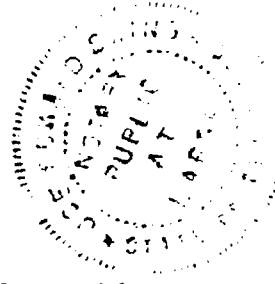
I/We do further covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/we do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Metropolitan Government of Nashville and Davidson County, Tennessee, during the construction of any of the aforesaid improvements.

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this 26TH day of FEBRUARY, 1988.

W. C. Langford
John Jackson
Allan R. Pinder

STATE OF _____ }
COUNTY OF _____ }



Personally appeared before me, _____, a Notary Public in and for said State and County, the within named _____

the bargainor(s), with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and seal at _____, this _____ day of _____, 19____.

My Commission Expires _____, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, JOE EDWARD SWING, a Notary Public of the State and County aforesaid, personally appeared W. C. LANGFORD, JOHN JACKSON, AND ALLAN PINDER

with whom I am personally acquainted, and who, upon oath, acknowledged THEMSELVES to be PASTOR, TRUSTEE AND TRUSTEE OF BELMONT ASSEMBLY OF GOD CHURCH AT NASHVILLE

the within named bargainor(s), _____, and that THEY, as such PASTOR, TRUSTEE AND TRUSTEE

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 26TH day of FEBRUARY, 1988.

Joe Edward Swing, Notary Public

My Commission Expires JANUARY 21, 1990.

BOOK 7487 PAGE 583



FRANKLIN PIKE

R.O.W. 7

35'

608'

- C L OF ES'MT.
- 20' PERM. ES'MT.
- 10' TEMP. ES'MT.

146-14-47

BELMONT ASSEMBLY OF GOD CH. AT NASHVILLE

PUMPING STATION

MAP SHOWING
DEDICATION OF EASEMENT
TO THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
FROM
BELMONT ASSEMBLY OF GOD CH. AT NASHVILLE

PROJECT NO <u>86-SC-36</u>	EASEMENT NO <u>1-1A</u>	SOUTH OAK HILL LATERAL SYSTEM	
SCALE <u>1" = 50'</u>	PARCEL NO <u>146-14-47</u>	DATE <u>OCT. 87</u>	BY <u>J. D. C.</u>

THIS instrument was prepared by the
Metropolitan Department of Water and
Sewerage Services
1600 2nd Avenue North
Nashville, Tennessee

BOOK 7487 PAGE 604

11398

AGREEMENT FOR DEDICATION OF EASEMENT

for

IDENTIFICATION REFERENCE

SANITARY SEWERS AND/OR STORM DRAINAGE

AND PUMPING STATION

MAR 9 2 04 PM '88

For and in consideration for the mutual benefits that will accrue by reason of the hereinafter described improvements, the undersigned do hereby grant, bargain, sell, transfer and convey unto Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever, a permanent easement and/or right-of-way described as follows:

Easement No. 1: A permanent easement across a portion of the Belmont Assembly of God Church at Nashville property, the centerline of said easement being more particularly described as follows:

Beginning at a point in the easterly right-of-way of Franklin Pike, said point being northwardly 79 feet, more or less, from a right-of-way monument located in the southerly portion of the aforesaid property; thence eastwardly 25 feet, more or less, to a point; thence northwardly 26.5 feet, more or less, to a point; thence westwardly 25 feet, more or less, to a point in the easterly right-of-way of Franklin Pike; thence southwardly along said right-of-way 26.5 feet, more or less, to the point of beginning.

A 10 foot temporary construction easement being east of and adjacent to the aforescribed permanent easement, and also extending from the northerly boundary of the easterly portion of the temporary easement, a temporary easement northwardly 10 feet in width and a distance of 5 feet, said temporary construction easement to be abandoned upon completion of construction.

Easement No. 2: A 20 foot permanent easement across a portion of the aforesaid property, the centerline of said easement being more particularly described as follows:

Beginning at a point in the southerly line of the aforescribed permanent Easement No. 1, said point being eastwardly 16.5 feet, more or less, from the easterly right-of-way of Franklin Pike; thence southwestwardly 30 feet, more or less, to a point in the aforesaid property, said point being eastwardly 8 feet, more or less, from the easterly right-of-way of Franklin Pike.

(continued)

All of which is more particularly shown by words, figures, signs and symbols on the attached map, which is made a part hereof.

This conveyance includes the right of Metropolitan Government of Nashville and Davidson County, Tennessee, its servants and agents to construct, operate, maintain, repair, replace and inspect sanitary sewers and/or drainage improvements within the limits of the aforescribed easement or right-of-way.

To have and to hold said easement or right-of-way to Metropolitan Government of Nashville and Davidson County, Tennessee, its successors and assigns forever. I/We do hereby covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that I am/we are lawfully seized and possessed of said land in fee simple and have a good right to make this conveyance.

I/We do further covenant with said Metropolitan Government of Nashville and Davidson County, Tennessee, that said portion or parcel of land as aforescribed is to remain the property of the undersigned and may be used for any lawful purpose or purposes desired after the construction of all of the aforesaid improvements, provided, in the opinion of the Director of Water and Sewerage Services, said use or uses do not destroy, weaken or damage the abovementioned improvements or interfere with the operation or maintenance thereof. Metropolitan Government hereby covenants that upon completion of construction it will restore the hereinabove described property to its original condition, or as near thereto as is reasonably possible. I/we do not waive any claim for damage in any manner for the negligence of any agent, representative or contractor for Metropolitan Government of Nashville and Davidson County, Tennessee, during the construction of any of the aforesaid improvements.

I/We do further covenant and bind myself/ourselves, my/our heirs, and representatives to warrant and forever defend the right of the grantee to the foregoing easement or right-of-way against the claim of all persons whomsoever.

WITNESS my/our hand(s), this 26TH day of FEBRUARY, 1988.

W.C. Langford
John Jackson
Allan R. Pinder



STATE OF _____ }
COUNTY OF _____ }

Personally appeared before me, _____, a Notary Public in and for said State and County, the within named _____

the bargainer(s), with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained.

Witness my hand and seal at _____, this _____ day of _____, 19____.

My Commission Expires _____, Notary Public

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, JOE EDWARD SWINE, a Notary Public of the State and County aforesaid, personally appeared W.C. LANGFORD, JOHN JACKSON AND ALLAN PINDER

with whom I am personally acquainted, and who, upon oath, acknowledged THEMSELVES to be PASTOR, TRUSTEE AND TRUSTEE OF BELMONT ASSEMBLY OF GOD CHURCH AT NASHVILLE

the within named bargainer(s), _____, and that THEY, as such PASTOR, TRUSTEE AND TRUSTEE

being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 26TH day of FEBRUARY, 1988.

Joe Edward Swine, Notary Public

My Commission Expires JANUARY 21, 1990.

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Belmont Assembly of God Church at Nashville
Project No. 86-SC-36
Easement No. 1-1
(continued)

A temporary construction easement being irregular in shape being the remaining portion of property between the southeasterly boundary of the aforescribed permanent Easement No. 2 and the southeasterly line of the aforesaid property and the portion of property between the northwesterly boundary of the aforescribed permanent Easement No. 2 and the easterly right-of-way of Franklin Pike, said temporary construction easement to be abandoned upon completion of construction.

Being part of the property conveyed to Belmont Assembly of God Church at Nashville, the deed for which is of record in Book 5186, Page 705, R.O.D.C., Tennessee.

The Contractor shall protect and restore the property to a condition similar or equal to that existing prior to construction.

FRANKLIN PIKE

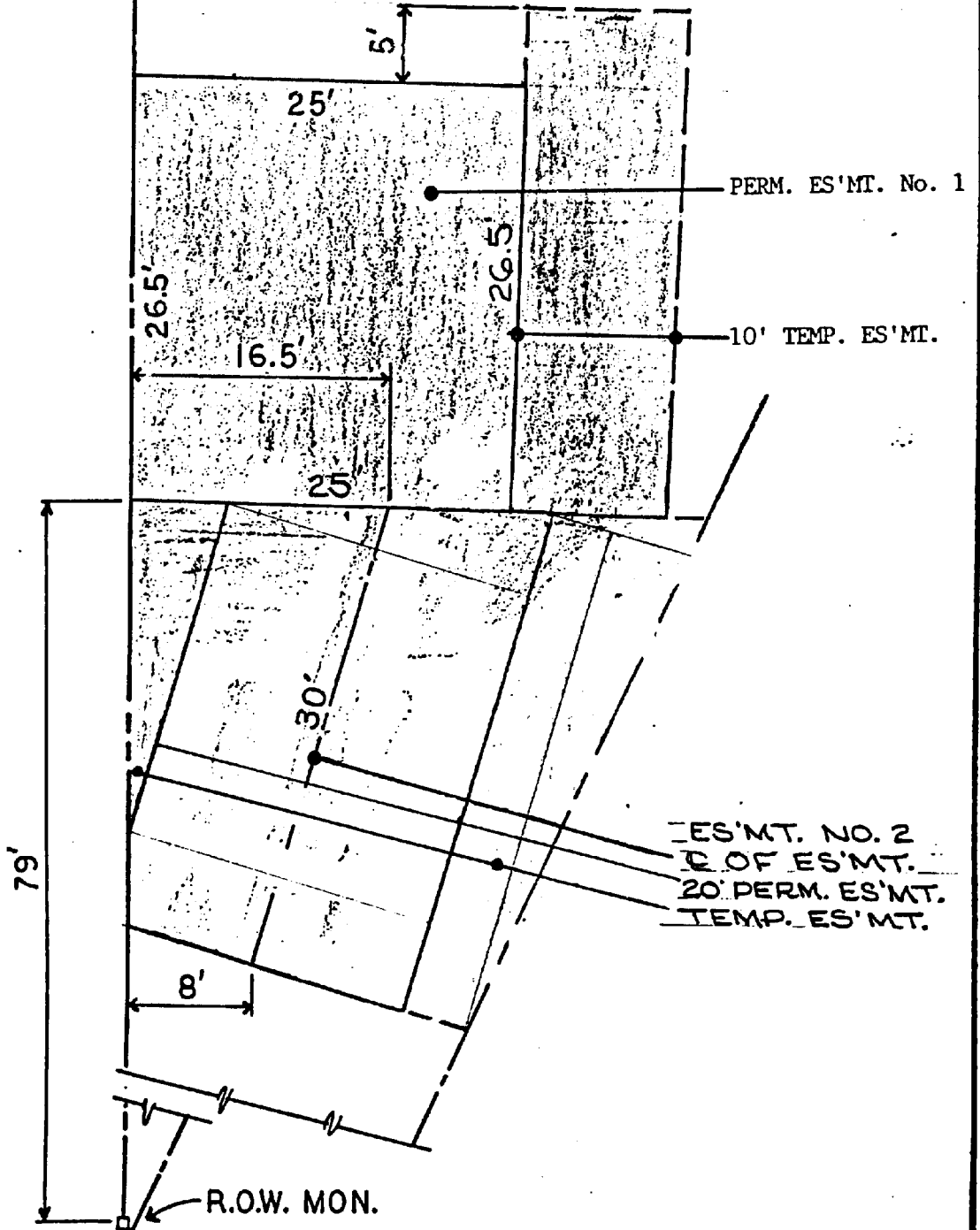
R.O.W. ↘

146-14-47



BELMONT ASSEMBLY OF GOD CH. AT NASHVILLE

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MAP SHOWING
DEDICATION OF EASEMENT
 TO THE METROPOLITAN GOVERNMENT
 OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
 FROM
 BELMONT ASSEMBLY OF GOD CH. AT NASHVILLE

PROJECT NO 86-SC-36	EASEMENT NO 1-1	SOUTH OAK HILL LATERAL SYSTEM
SCALE 1" = 10'	PARCEL NO 146-14-47	DATE OCT. 87
		BY J. D. C.

EXHIBIT "B"

PIEDMONT EASEMENT DOCUMENTS

Karen Johnson Davidson County Batch# 460325 ESMT 08/19/2020 02:38:30 PM 7 pgs Fees: \$38.00 Taxes: \$276.11 20200819-0093627
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EASEMENT

Return Recorded Document To: Percheron Professional Services 20723 Torrence Chapel Road, Suite 202-B, Cornelius, NC 28031
 Document Prepared By: Piedmont Natural Gas Company, Inc. 4720 Piedmont Row Dr., Charlotte, NC 28210

STATE OF TENNESSEE
 COUNTY OF DAVIDSON
 PARCEL ID # 146 14 0 047.00

LINE NO. FRANKLIN PIKE LOOP
 PROJECT TRACT NO. DAVI-HDP-14.00
 PROJECT NO. 0224581

THIS "**EASEMENT**" is made and granted as of this 30 day of July, 2020, from **OAK HILL ASSEMBLY, A TENNESSEE NONPROFIT CORPORATION** ("**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 Number 20021029-0132201, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of \$74,624.00 and other valuable consideration, 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**"). For purposes of this EASEMENT, the term "**Easements**" shall refer collectively to all easements described herein and as depicted on the Survey and the term "**Easement Areas**" shall refer collectively to all the easement areas described herein and as depicted on the Survey.

Permanent Easement. A perpetual easement generally 74 feet wide 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, valves, markers, cathodic protection equipment, and anode beds) for the transportation of natural gas under, upon, over, through, and across that portion of the Property designated "Permanent Easement" on the Survey (the "**Permanent Easement Area**").

Temporary Construction Easement. 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 temporary construction easement 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.

The temporary construction easement shall terminate upon Piedmont placing all facilities for which this temporary construction easement is given in service and the release of Piedmont from its obligations under all permits issued for construction of such facilities including, without limitation, all sedimentation and erosion control permits. Upon completion of construction and all facilities being placed in service, Piedmont shall restore the TCE Area to substantially the same condition as it existed prior to Piedmont's entry thereon, ordinary wear and tear excepted. The temporary construction easement 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 for the purposes of erecting, constructing, maintaining, operating, altering, relocating, repairing, upgrading, replacing, removing, inspecting, 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, under, upon, over, through, and across that portion of the Property designated "USSE" on the Survey (the "**USSE Area**"). 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 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.

Permanent Access Easement. A perpetual access easement for the purposes of ingress, egress, and regress, upon, over, under, through, and across that portion of the Property designated "Permanent Access" on the Survey (the "**Permanent 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 Permanent Access Easement Area (including, without limitation, grading, graveling, and installing culverts). Piedmont may install gates within the Permanent Access Easement Area, provided that Grantor has a reasonable means of using any roads, driveways, or gates locked by Piedmont. Grantor shall assume all risk associated with Grantor's use of any roads, driveways, or gates within the Permanent Access Easement Area. Piedmont shall have the right to install underground cathodic protection equipment and/or electrical and telecommunication equipment within the Permanent Access Easement Area to support the operation of its natural gas pipelines and appurtenant facilities.

Grantor shall have a one-time option to relocate the permanent access easement 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 natural gas easement and/or facilities for which this permanent access easement is given. Prior to any planned relocation of the permanent access easement, 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 an amendment to the Easement to indicate the new location of the permanent access easement.

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 keep the Easement Areas cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage and any trees standing outside the Easement Areas which are substantially likely to fall onto the Easement Areas), 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 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 the rules and regulations of the Tennessee Utilities Commission, or any applicable federal, state, or local law, rule, or regulation. Grantor shall obtain written approval from Piedmont prior to making any change in use of the Easement Areas, 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, provided that such damage must be caused by Piedmont in exercising the rights granted herein, and provided further 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, as nearly as can be reasonably done, the same condition as prior to Piedmont's use of the Easement Areas. 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:

Oak Hill Assembly, a Tennessee Nonprofit Corporation

By:

Name:

Title:

William G. Lemley
William G. Lemley
Lead Pastor

STATE OF Tennessee
COUNTY OF Davidson

I, Stuart Byron Stafford, a Notary Public for Williamson County, Tennessee certify that
William G. Lemley personally came before me this day and acknowledged that he (or she)
is Pastor of Oak Hill Assembly, a corporation, and that he (or she), in such capacity, being authorized
to do so, executed the foregoing Easement on behalf of the corporation.

Witness my hand and official seal this the 30th day of July, 2020

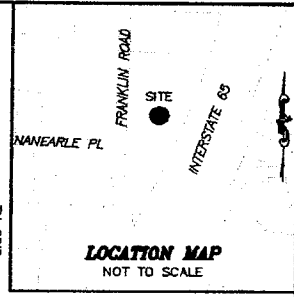
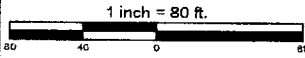
[NOTARY SEAL]

Stuart Byron Stafford Sign
Stuart Byron Stafford Print
My commission expires: 9/24/2022



AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT "A"	0.092	4,024
PERMANENT EASEMENT "B"	0.116	5,066
USSE AREA	0.134	8,468
TCE AREA	1.210	52,701
PERMANENT ACCESS	0.078	3,374

EXHIBIT A

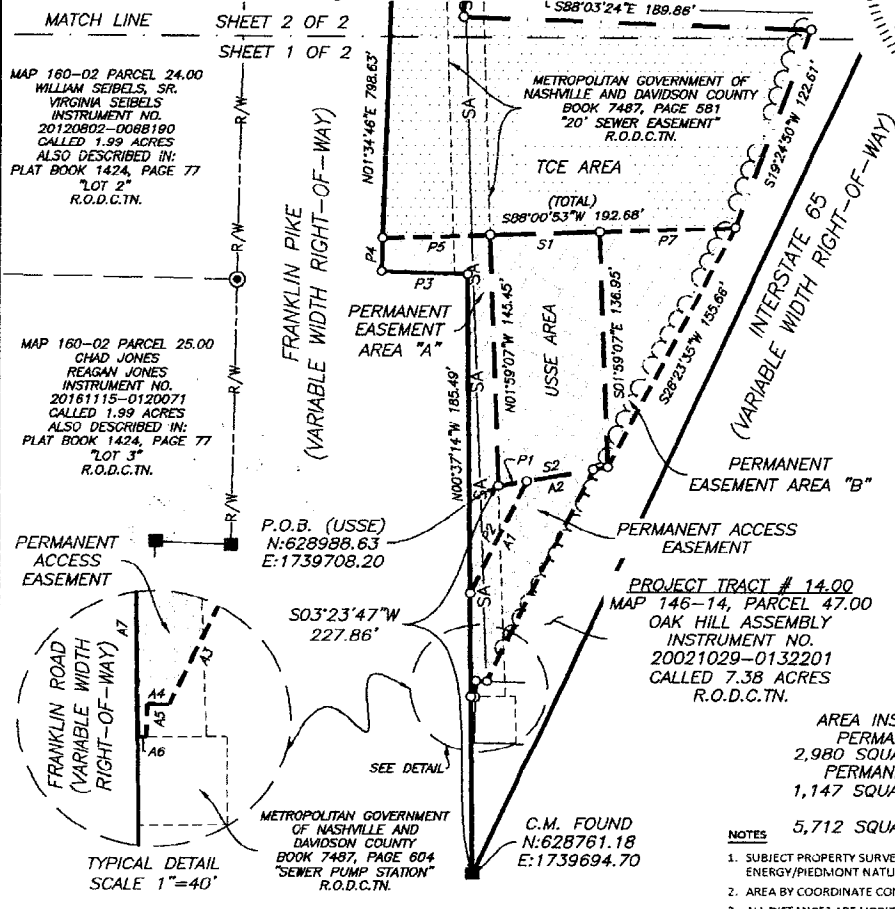
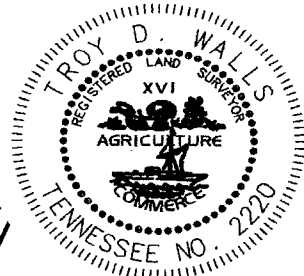


CERTIFICATION

I, TROY D. WALLS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN INSTRUMENT NO. 20021029-0132201; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN INSTRUMENT NO. 20021029-0132201 THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 62-18-126; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0820-3-07; THE PURPOSE OF 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.

THIS 17TH DAY OF (JUNE) 2020

Troy D. Walls
TROY D. WALLS, RLS L-2220



LINE TABLE		
LINE	DIRECTION	LENGTH
A1	N25° 08' 20"E	72.54'
A2	N79° 38' 57"E	36.85'
A3	S25° 08' 20"W	65.99'
A4	N88° 45' 00"W	5.99'
A5	S1° 32' 20"W	9.50'
A6	N87° 45' 59"W	2.40'
A7	N0° 37' 14"W	60.09'
P1	N80° 38' 42"E	15.75'
P2	S25° 08' 20"W	72.54'
P3	N88° 25' 14"W	47.00'
P4	N1° 34' 46"E	19.67'
P5	N88° 00' 53"E	58.72'
P7	N88° 00' 53"E	73.98'
S1	N88° 00' 53"E	59.97'
S2	S79° 56' 51"W	60.57'
T1	S88° 25' 14"E	40.00'

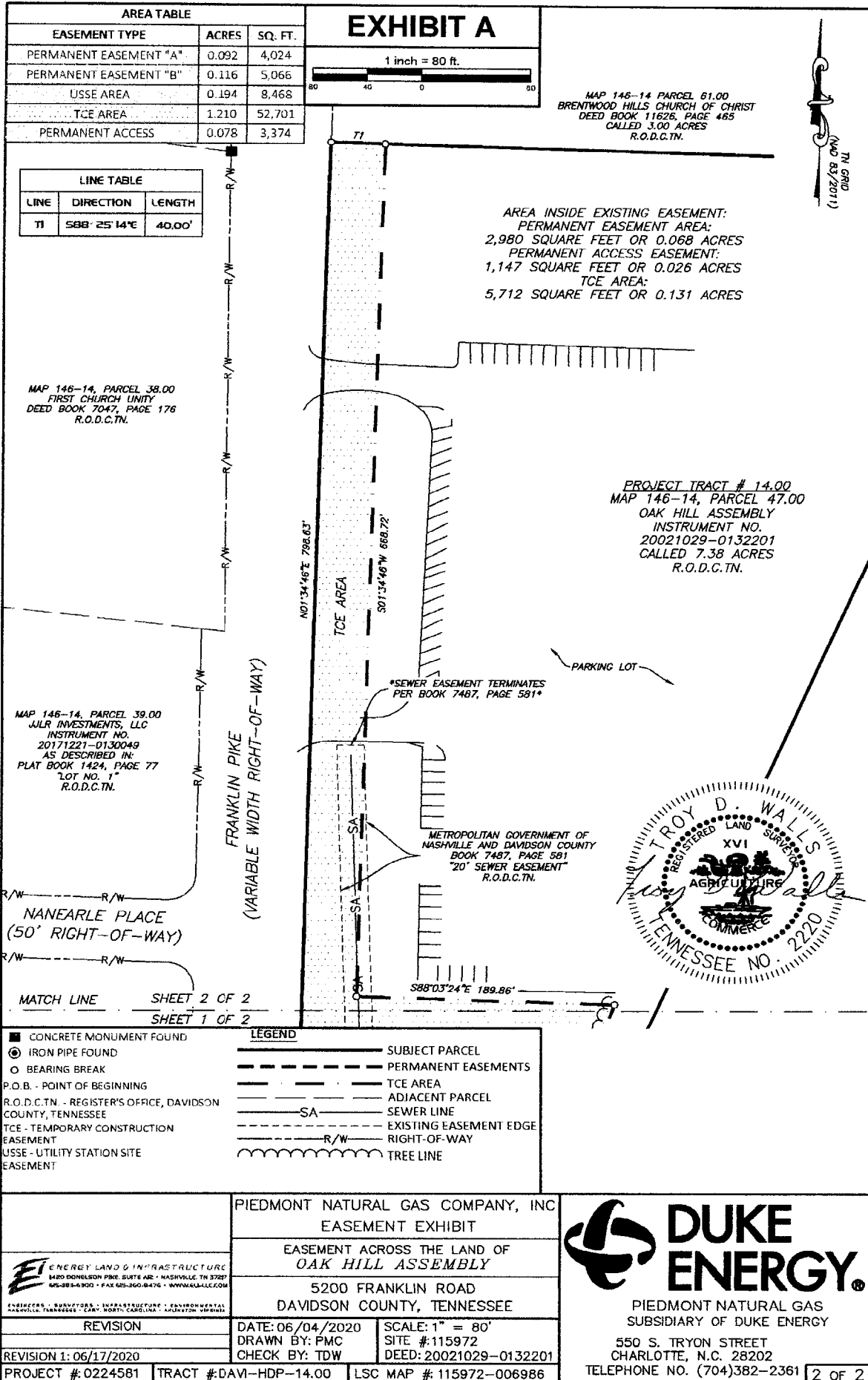
AREA INSIDE EXISTING EASEMENT:
 PERMANENT EASEMENT AREA:
 2,980 SQUARE FEET OR 0.088 ACRES
 PERMANENT ACCESS EASEMENT:
 1,147 SQUARE FEET OR 0.026 ACRES
 TCE AREA:
 5,712 SQUARE FEET OR 0.131 ACRES

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: DUKE ENERGY/PIEDMONT NATURAL GAS.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM, OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00).
 - PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
 - SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
 - THE OUTER LIMITS OF THE PERMANENT EASEMENTS EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
 - THE 2020 PIPELINE IR NO. FOR THIS PROJECT IS 0224590.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND	
■ CONCRETE MONUMENT FOUND	— SUBJECT PARCEL
○ IRON PIPE FOUND	— PERMANENT EASEMENTS
○ BEARING BREAK	— TCE AREA
P.O.B. - POINT OF BEGINNING	— ADJACENT PARCEL
R.O.D.C.T.N. - REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE	— SA — SEWER LINE
TCE - TEMPORARY CONSTRUCTION EASEMENT	— EXISTING EASEMENT EDGE
USSE - UTILITY STATION SITE EASEMENT	— R/W — RIGHT-OF-WAY
	— TREE LINE

PIEDMONT NATURAL GAS COMPANY, INC EASEMENT EXHIBIT	
EASEMENT ACROSS THE LAND OF OAK HILL ASSEMBLY	
5200 FRANKLIN ROAD DAVIDSON COUNTY, TENNESSEE	
REVISION	DATE: 06/04/2020
REVISION 1: 06/17/2020	SCALE: 1" = 80'
PROJECT #: 0224581	TRACT #: DAVI-HDP-14.00
	LSC MAP #: 115972-006986

DUKE ENERGY
 SUBSIDIARY OF DUKE ENERGY
 550 S. TRYON STREET
 CHARLOTTE, N.C. 28202
 TELEPHONE NO. (704)382-2361



KAREN JOHNSON
REGISTER OF DEEDS
www.nashville.gov/rod



PO Box 196398
Nashville, TN 37219-6398
(615) 862-6790 phone
(615) 880-2039 fax

The following oath of consideration is required on all deeds transferring property:

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration or true value, whichever is greater for this transfer is

\$ 74,624⁰⁰

Keshia N. Sherrill
Affiant

Subscribed and sworn before me, this 19th day of August, 2020.

WYNNIE
Notary

JONATHON PRATHER
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Sep. 03, 2023

Certificate of Authenticity

I, Keesha Sherrill, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Keesha N. Sherrill
Signature

State of NORTH CAROLINA

County of MECKLENBURG

Personally appeared before me, JONATHAN PRATHER, a notary public for this county and state, ~~KEESHA NICOLE SHERRILL~~ who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

JONATHAN PRATHER

Notary's Signature

My Commission Expires: SEPTEMBER 3, 2023

Notary's Seal (If on paper)

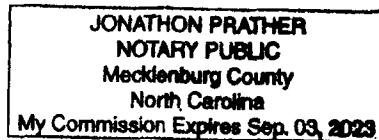
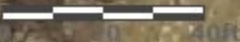
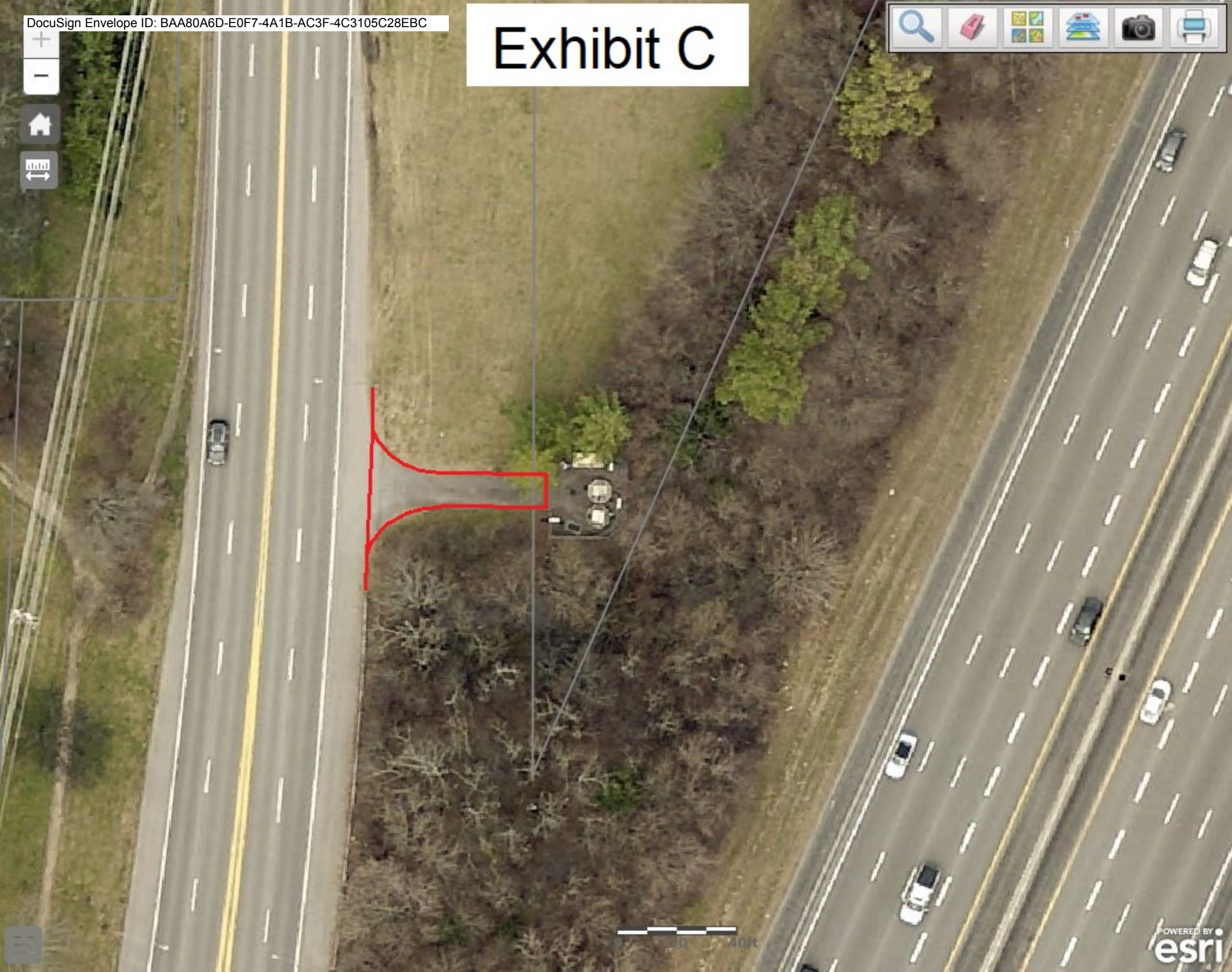


EXHIBIT "C"

ACCESS DRIVE

Exhibit C





**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

August 13, 2021

To: Peggy Deaner, Metro Water Services

**Re: Access Agreement Between MWS and Piedmont Natural Gas
Planning Commission Mandatory Referral #2021M-024AG-001
Council District #34 Angie Henderson – Council Member**

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

A request for an access agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services, and Piedmont Natural Gas for shared use of MWS' Access Drive.

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 Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

Lisa Milligan /s/

Lisa Milligan
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. _____

An ordinance approving an agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Water and Sewerage Services (“MWS”), and Piedmont Natural Gas Company (“Piedmont”) for shared use of MWS’ Access Drive (Proposal No. 2021M-024AG-001).

Introduced _____

Passed First Reading _____

Amended _____

Passed Second Reading _____

Passed Third Reading _____

Approved _____

By _____
Metropolitan Mayor

Advertised _____

Effective Date _____
