



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

August 31, 2021

To: Flake Hudson, Metro Finance

**Re: Piedmont Gas Easement - PNG Tract 60.0**  
**Planning Commission Mandatory Referral #2021M-074ES-001**  
Council District #02 – Kyonzté Toombs, 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 to authorize the granting of permanent and temporary construction easements to Piedmont Natural Gas Co. on certain property owned by the Metropolitan Government (Parcel No. 059-16-0-248.00).*

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](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

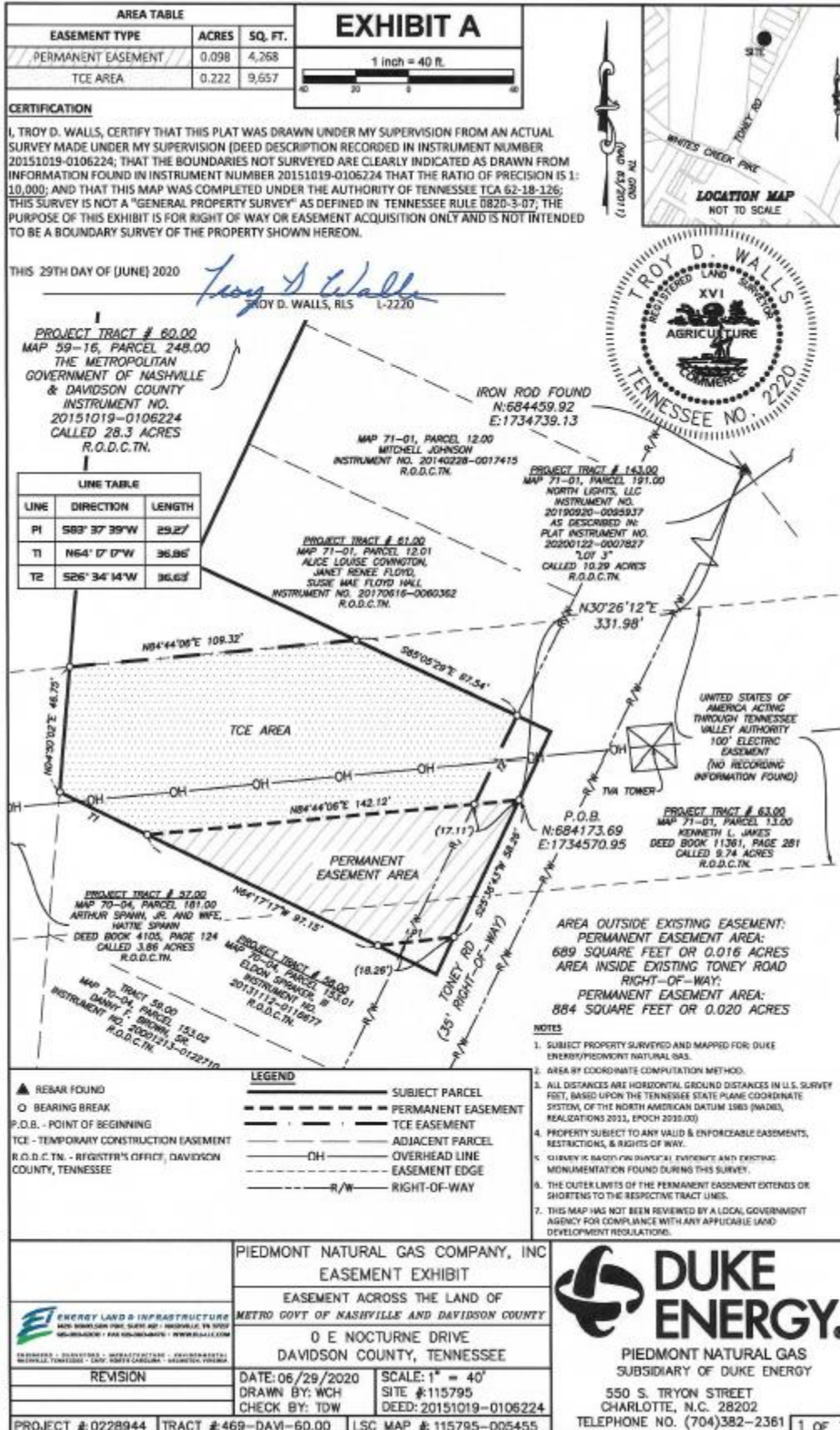
Sincerely,

A handwritten signature in black ink that reads "Robert Leeman".

Robert Leeman  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: Piedmont Gas Easement - PNG Tract 60.0**  
**Planning Commission Mandatory Referral #2021M-074ES-001**  
 Council District #02 – Kyonzté Toombs, Council Member

*A request to authorize the granting of permanent and temporary construction easements to Piedmont Natural Gas Co. on certain property owned by the Metropolitan Government (Parcel No. 059-16-0-248.00).*





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

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

Project Name: Line 469 Project Number: 0228944  
 Project Tract #: 60.00 Consideration: \$2,500  
 Landowner: The Metropolitan Government of Nashville & Davidson County % Ownership: 100.00%  
 Deliver Check To: Croft and Associates LLC Phone: 615-678-5674 (Office)  
 4711 Trousdale Drive, Suite 121  
 Nashville, TN 37220 Phone: \_\_\_\_\_  
 Exhibit Date: 6/29/2020

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>\$87,000</b>	
<b>PERMANENT (G662)</b>			
	Acres	%FMV	
Permanent Easement Area	0.082	25%	Inside TVA Easement \$1,784
Permanent Easement Area	0.016	50%	Outside TVA Easement \$696
<b>PERMANENT TOTAL</b>			<b>\$2,500</b>
<b>TEMPORARY (G663)</b>			
	Acres	%FMV	
TCE Area	0.222	5%	Inside TVA Easement \$966
<b>TEMPORARY TOTAL</b>			<b>\$1,000</b>
<b>CROP DAMAGES (G656)</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			1 \$0
<b>CROP DAMAGE TOTAL</b>			<b>\$0</b>
<b>DAMAGES (G656)</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>\$3,500</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 Tennessee law.

Landowner:

W. Traez Webb (SIGN)

W-TRAEZ WEBB (PRINT)

\_\_\_\_ (SIGN)

\_\_\_\_ (PRINT)

Land Agent:

\_\_\_\_ (SIGN)

\_\_\_\_ (PRINT)

Date:

7/20/21

**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 469  
PROJECT TRACT NO. 60.00  
PROJECT NO. 0228944  
PARCEL ID #: 059-16-0-248.00

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **The Metropolitan Government of Nashville & Davidson County ("Grantor"**, whether one or more), to **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("**Piedmont**").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the County of Davidson, Tennessee, as more particularly described in the instrument recorded in Instrument #20151019-0106224, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor for and in consideration of the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), 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.

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:

N. TRAC

Name: N. TRAC WEBB

Title: Director of Public Property

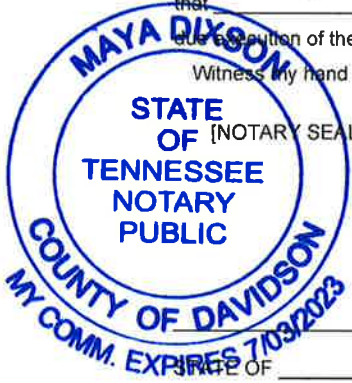
Name: \_\_\_\_\_

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

STATE OF Tennessee  
COUNTY OF Davidson

I, Maya Dixson, a Notary Public for Davidson County, Tennessee, 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 20<sup>th</sup> day of September, 2021.



Maya Dixson Sign  
Maya Dixson Print

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

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 \$ \_\_\_\_\_.

\_\_\_\_\_  
Affiant

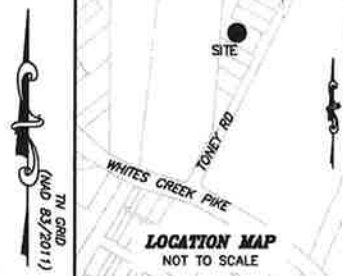
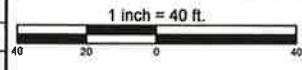
Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Seal

My Commission Expires: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	0.098	4,268
TCE AREA	0.222	9,657

# 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 NUMBER 20151019-0106224; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN INSTRUMENT NUMBER 20151019-0106224 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.

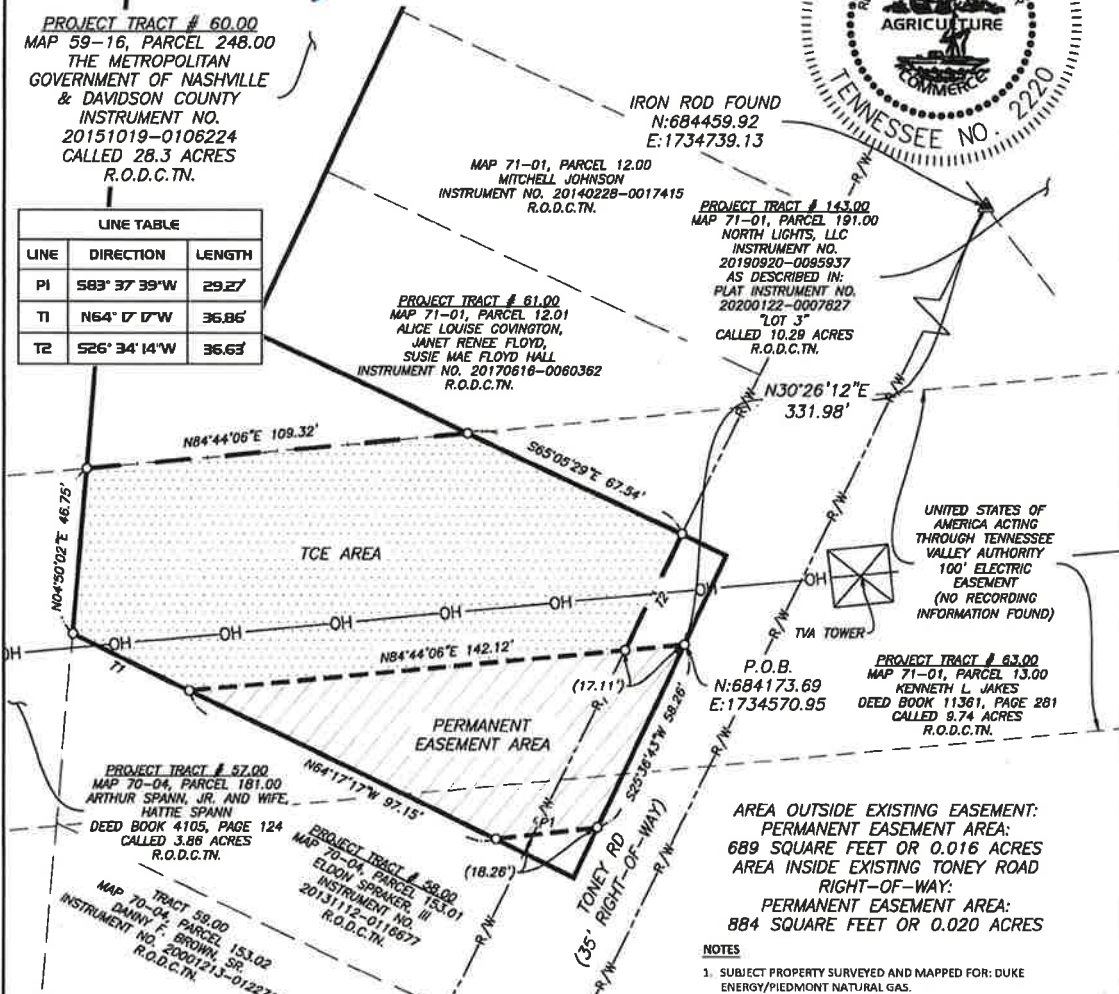
THIS 29TH DAY OF (JUNE) 2020

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



**PROJECT TRACT # 60.00**  
MAP 59-16, PARCEL 248.00  
THE METROPOLITAN  
GOVERNMENT OF NASHVILLE  
& DAVIDSON COUNTY  
INSTRUMENT NO.  
20151019-0106224  
CALLED 28.3 ACRES  
R.O.D.C.TN.

LINE TABLE		
LINE	DIRECTION	LENGTH
P1	S83° 37' 39"W	29.27'
T1	N64° 0' 0"W	36.86'
T2	S26° 34' 14"W	36.63'



AREA OUTSIDE EXISTING EASEMENT:  
PERMANENT EASEMENT AREA:  
689 SQUARE FEET OR 0.016 ACRES  
AREA INSIDE EXISTING TONEY ROAD  
RIGHT-OF-WAY:  
PERMANENT EASEMENT AREA:  
884 SQUARE FEET OR 0.020 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 EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.
  - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND	
	REBAR FOUND
	BEARING BREAK
	POINT OF BEGINNING
	TEMPORARY CONSTRUCTION EASEMENT
	REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE
	SUBJECT PARCEL
	PERMANENT EASEMENT
	TCE EASEMENT
	ADJACENT PARCEL
	OVERHEAD LINE
	EASEMENT EDGE
	RIGHT-OF-WAY

PIEDMONT NATURAL GAS COMPANY, INC  
EASEMENT EXHIBIT  
EASEMENT ACROSS THE LAND OF  
METRO GOVT OF NASHVILLE AND DAVIDSON COUNTY  
0 E NOCTURNE DRIVE  
DAVIDSON COUNTY, TENNESSEE

**ENERGY LAND & INFRASTRUCTURE**  
5420 DORSELOH FIVE SUITE 400 - NASHVILLE, TN 37229  
615-393-6300 • FAX 615-393-0476 • WWW.ELIALL.COM

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

REVISION	DATE: 06/29/2020	SCALE: 1" = 40'
	DRAWN BY: WCH	SITE #: 115795
	CHECK BY: TDW	DEED: 20151019-0106224

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

**Certificate Of Completion**

Envelope Id: 9CA7747065AC4257B2EF303002383D03

Status: Completed

Subject: Please DocuSign: Legislative Tracking Form 0 Nocturne.pdf, 2021M-074ES-001.pdf, 0 E...

Source Envelope:

Document Pages: 9

Signatures: 5

Envelope Originator:

Certificate Pages: 15

Initials: 0

Flake Hudson

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

Flake.Hudson@nashville.gov

IP Address: 69.247.157.79

**Record Tracking**

Status: Original

Holder: Flake Hudson

Location: DocuSign

9/21/2021 7:17:10 AM

Flake.Hudson@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**

Trael Webb

trael.webb@nashville.gov

Real Property Manager

Metro Finance

Security Level: Email, Account Authentication (None)

*Trael Webb*

Signature Adoption: Pre-selected Style

Using IP Address: 174.212.105.152

Signed using mobile

Sent: 9/21/2021 7:40:41 AM

Viewed: 9/21/2021 8:57:29 AM

Signed: 9/21/2021 8:59:02 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Rose Wood

rose.wood@nashville.gov

Finance Admin

Metro Finance Dept. OMB

Security Level: Email, Account Authentication (None)

*Rose Wood*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 9/21/2021 8:59:07 AM

Viewed: 9/21/2021 9:21:53 AM

Signed: 9/21/2021 11:31:02 AM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Tom Eddlemon

tom.eddlemon@nashville.gov

Director of Finance

Security Level: Email, Account Authentication (None)

*Tom Eddlemon*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 9/21/2021 11:31:07 AM

Viewed: 9/21/2021 2:20:44 PM

Signed: 9/21/2021 2:21:50 PM

**Electronic Record and Signature Disclosure:**

Accepted: 9/21/2021 2:20:44 PM

ID: f85d487b-847a-47ed-8f52-8ac5cd1e7cbe

Saul Solomon/MJW

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

*Saul Solomon/MJW*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Sent: 9/21/2021 2:21:55 PM

Viewed: 9/21/2021 2:40:31 PM

Signed: 9/21/2021 2:41:28 PM

**Electronic Record and Signature Disclosure:**



Signer Events	Signature	Timestamp
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Accepted: 9/21/2021 2:40:31 PM  
ID: 76845f8c-fcd4-41ee-9e23-d6d3666c90a6

Macy Amos  
macy.amos@nashville.gov  
Security Level: Email, Account Authentication  
(None)

*Macy Amos*

Sent: 9/21/2021 2:41:34 PM  
Viewed: 9/24/2021 10:40:55 AM  
Signed: 9/24/2021 10:41:11 AM

Signature Adoption: Pre-selected Style  
Using IP Address: 170.190.198.185

**Electronic Record and Signature Disclosure:**

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ID: 9fa106b4-d100-4fb0-a1fc-8c1f4df353e8

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer  
sally.palmer@nashville.gov  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 9/24/2021 10:41:15 AM  
Viewed: 9/24/2021 10:45:34 AM

**Electronic Record and Signature Disclosure:**

Accepted: 9/22/2021 7:30:16 AM  
ID: bf1a2f6d-93d5-4bd8-b0e7-dd3d98dc68c3

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/21/2021 7:40:41 AM
Certified Delivered	Security Checked	9/24/2021 10:40:55 AM
Signing Complete	Security Checked	9/24/2021 10:41:11 AM
Completed	Security Checked	9/24/2021 10:41:15 AM

Payment Events	Status	Timestamps
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**Electronic Record and Signature Disclosure**