

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 # 14603000300

LINE NO. FRANKLIN PIKE LOOP
PROJECT TRACT NO. DAVI-HDP-23.00
PROJECT NO. 0224590

THIS "EASEMENT" is made and granted as of this ____ day of _____, 2020, 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 Book 2693, Page 475, Davidson County Registry (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of \$17,363.00 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.

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.

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]

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC
EDUCATION ("GRANTOR"):**

APPROVED:


MPE Board Chair

RECOMMENDED:


Metropolitan Board

APPROVED AS TO AVAILABILITY OF FUNDS:


Metropolitan Director of Finance

APPROVED AS TO INSURANCE:


Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:


Metropolitan Attorney

GRANTEE:

PIEDMONT NATURAL GAS COMPANY, INC.


Regional Manager

Ronny Howell
Date

Regional Manager - Land Services Natural Gas
Date

5/11/2021
Date

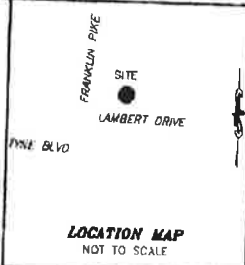
**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Metropolitan Clerk

Date Filed

EXHIBIT A

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
ICE AREA	1.275	51,160

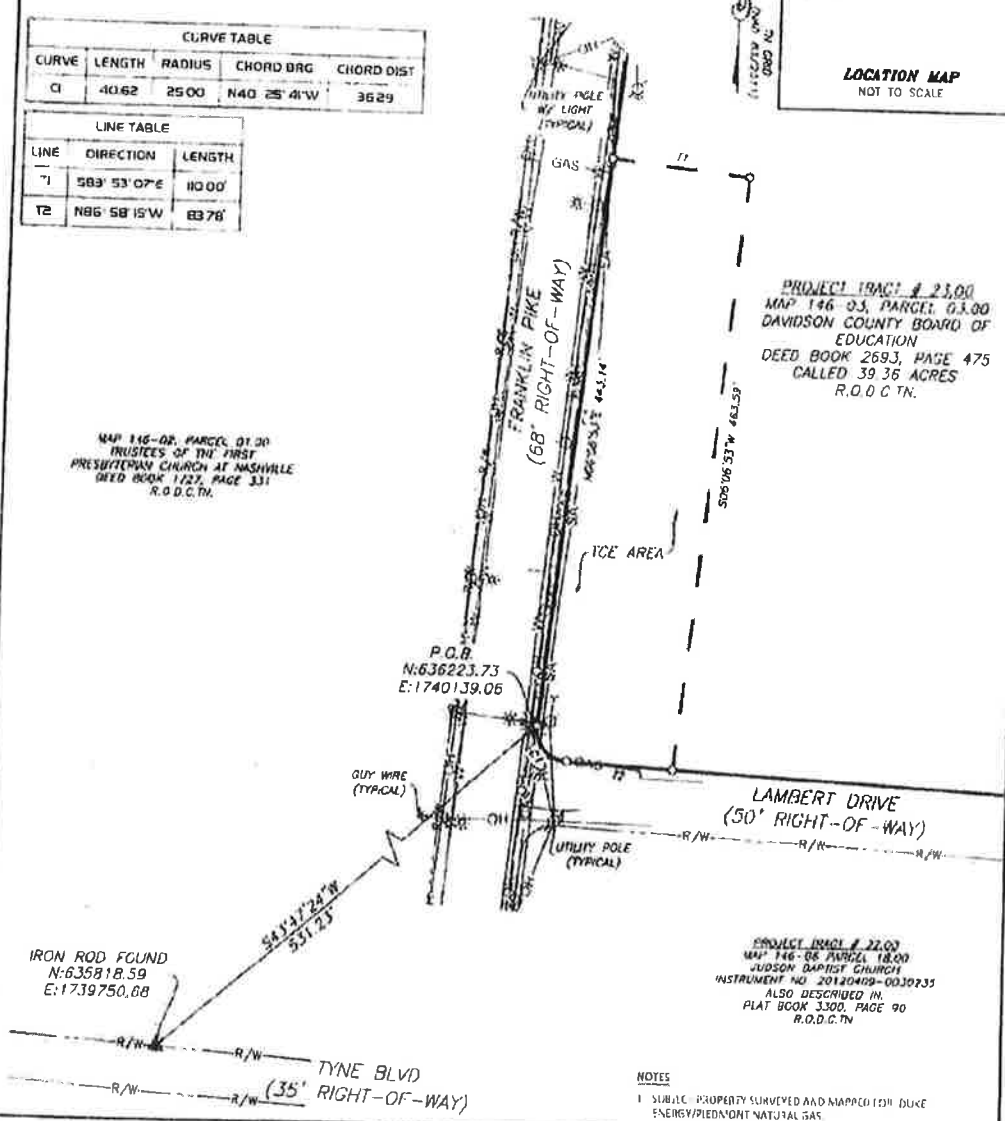


CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BRG	CHORD DIST
C1	40.62	2500	N40 25' 41" W	3629

LINE TABLE		
LINE	DIRECTION	LENGTH
T1	S83° 53' 07" E	1000'
T2	N86° 58' 15" W	8376'

MAP 146-02, PARCEL 01.00
TRUSTEES OF THE FIRST
PRESBYTERIAN CHURCH AT NASHVILLE
DEED BOOK 122, PAGE 331
R.O.D.C. TN.

PROJECT TRACT # 23.00
MAP 146-03, PARCEL 03.00
DAVIDSON COUNTY BOARD OF
EDUCATION
DEED BOOK 2693, PAGE 475
CALLED 39.36 ACRES
R.O.D.C. TN.



P.O.B.
N: 636223.73
E: 1740139.06

IRON ROD FOUND
N: 635818.59
E: 1739750.68

PROJECT TRACT # 22.00
MAP 146-08, PARCEL 18.00
DAVIDSON COUNTY BOARD OF
EDUCATION
INSTRUMENT NO. 2014049-0030735
ALSO DESCRIBED IN
PLAT BOOK 3300, PAGE 90
R.O.D.C. TN.

- NOTES**
- SUBJECT PROPERTY SURVEYED AND MAPPED FOR DUKE ENERGY/PIEDMONT NATURAL GAS.
 - AREA BY COORDINATE COMPUTATION METHOD.
 - ALL DISTANCES ARE HORIZONTAL UNLESS OTHERWISE NOTED. CURVES ARE BASED UPON THE TANGENT STATE PLANS. COMPUTABLE SYSTEM OF THE NORTH AMERICAN DATUM OF 1983. ALL BEARINGS ARE TRUE UNLESS OTHERWISE NOTED.
 - 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 DUTY OF THE SURVEYOR IS TO SHOW THE TRUE AND CORRECT BOUNDARIES OF THE PROPERTY.
 - THIS MAP HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY OR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.

LEGEND	
▲ IRON ROD FOUND	— SUBJECT PARCEL
○ BEARING BREAK	- - - TEMPORARY ACCESS
P.O.B. - POINT OF BEGINNING	- - - ADJACENT PARCEL
R.O.D.C. - REGISTER'S OFFICE DAVIDSON COUNTY, TENNESSEE	— OH — OVERHEAD LINE
	- - - EASEMENT EDGE
	- - - R/W — RIGHT-OF-WAY
	— GAS — GAS LINE
	— SA — SEWER LINE
	— W — WATER LINE
	- - - TELEPHONE LINE

PIEDMONT NATURAL GAS COMPANY, INC
EASEMENT EXHIBIT
EASEMENT ACROSS THE LAND OF
DAVIDSON COUNTY BOARD OF EDUCATION
4820 FRANKLIN PIKE
DAVIDSON COUNTY, TENNESSEE

DATE: 08/25/2020
DRAWN BY: PMC
CHECK BY: TDW

SCALE: 1" = 100'
SITE #: 115971
DEED: 2693, PAGE 475

PROJECT #: 0224590 TRACT #: DAY-HPD-23.00 LSC MAP #: 115971-006985

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