

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TENNESEE

COUNTY OF DAVIDSON

For Internal Informational Purposes Only LINE NO. TRINITY TO COWAN ST MAIN <u>REPLACEMENT</u> PROJECT TRACT NO. TN-DA-004.005 PROJECT NO. 0233055 PARCEL ID #: 071-10-0-018.00

THIS **"TEMPORARY CONSTRUCTION EASEMENT"** is made and granted as of this _____ day of ______, 20___, from **METROPOLITAN GOVERNMENT OF NASHVILLE AND 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 #20211230-0172066, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor, for and in consideration of the sum of Seventeen Thousand Three Hundred Twenty-Five Dollars (\$17,325) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns, a temporary construction easement (the "**TCE**") 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 pipelines and appurtenant facilities (the "**Facilities**"), which Facilities may or may not be located on the Property.

The TCE encompasses an area of approximately 0.495 acres, the location of which has been mutually agreed upon between Grantor and Piedmont and is generally shown and approximated on "**Exhibit A**", which is attached hereto and incorporated herein by reference (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 TCE Area; (2) the right, but not the obligation, to clear and keep the TCE Area 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**, (3) 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 TCE does not grant Piedmont the right to place any permanent installations or Facilities in the TCE Area.

Term. The term of this TEMPORARY CONSTRUCTION EASEMENT shall begin on the date this conveyance is approved by the Metropolitan Council and filed with the Metropolitan Clerk (the "**Commencement Date**"). Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon the sooner of: (1) Piedmont's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and, 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; or (2) three years after the Commencement Date.

Damages. Piedmont shall be responsible for actual physical damage to (1) the land within the Property and TCE Area 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 TCE Area, excepting 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.

<u>Grantor's Reservation of Rights.</u> Grantor reserves the right to use the Property and the TCE Area 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 TCE Area or install certain Obstructions within the TCE Area if Grantor has obtained prior written approval from Piedmont, which approval shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Grantor shall not (1) unreasonably interfere with Piedmont's access to or maintenance of the Facilities or the TCE Area or (2) endanger the safety of Grantor, Piedmont, the public, private or personal property, or the Facilities.

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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 TCE unto Piedmont, its affiliates, successors, and assigns until such time as the TCE terminates pursuant to the terms herein. Piedmont, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this TEMPORARY CONSTRUCTION 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 TEMPORARY CONSTRUCTION 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 until such time as the TCE terminates pursuant to the terms herein.

IN WITNESS WHEREOF, this TEMPORARY CONSTRUCTION EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR: Metropolitan Government of Nashville and Davidson County

Abraham Wescott By: Abraham Wescott Name:

Public Property Director Title:



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

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

Project Name:	Trinity to Cowan St Main Replacement	Project	Number:	0233055
Project Tract #:	TN-DA-004.005	Consi	deration:	\$17,325
Landowner:	Metropolitan Government of Nashville and Davidson County	% Ov	vnership:	100.00%
Deliver Check To:	Croft and Associates LLC	Phone:	615-678-5	674
	4711 Trousdale Dr. Ste. 121			
	Nashville, TN 37220	Phone:		

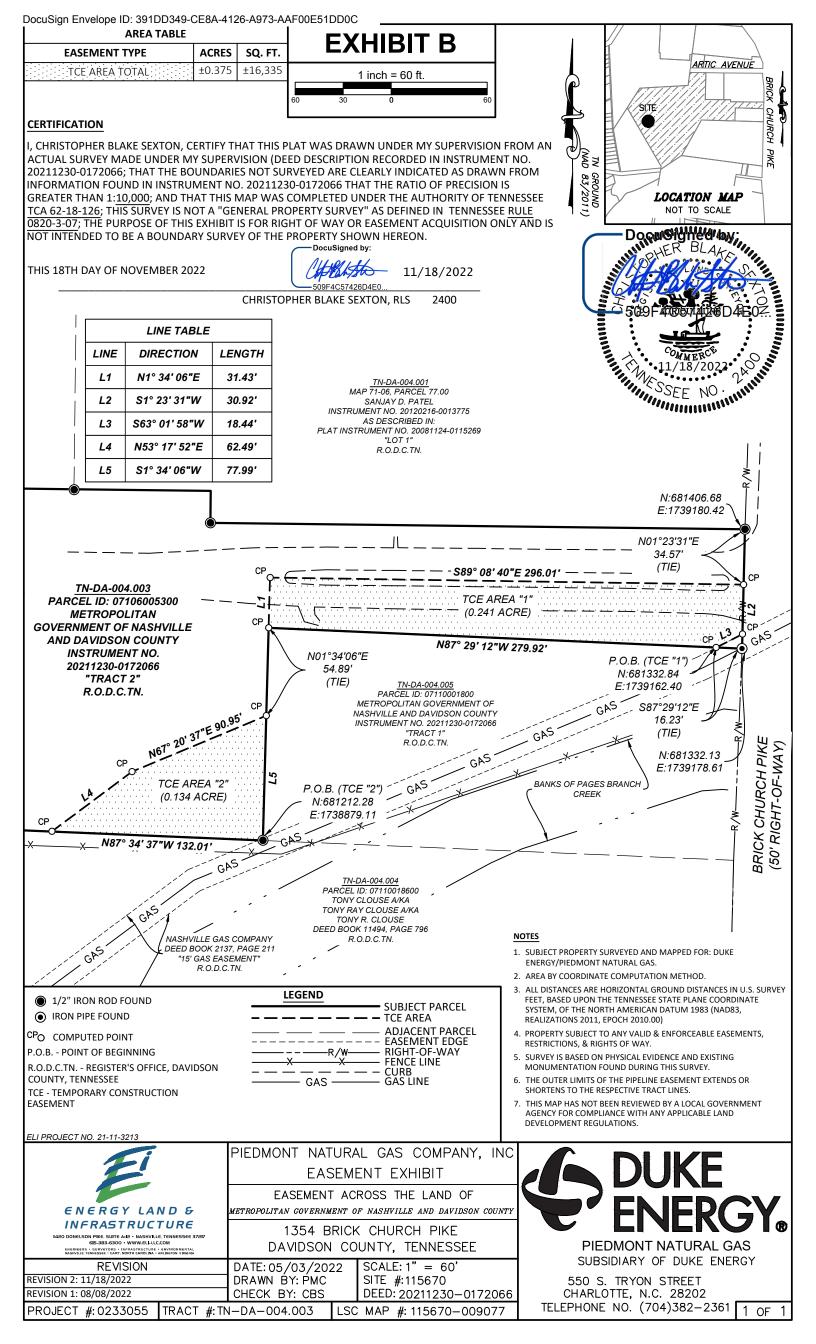
_, 20___ (collectively, "Easement") granted In consideration of the right(s) of way and/or easement(s) dated _ by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

PER ACRE FAIR MARKET VALUE ("FMV")		\$350,000			
PERMANENT (G662)	Acres	%FMV	-		
Pipeline Easement Area					\$0
Perm. Access Easement Area					\$0
USSE Area					\$0
Flare Site Easement Area					\$0
PERMANENT TOTAL					\$0
TEMPORARY (G663)	Acres	%FMV			
TCE Area	0.495	10%			\$17,325
Temp. Access Easement Area					\$0
TEMPORARY TOTAL					\$17,325
	SELECT ONE:	🗖 Anticipa	ated Damages	Post-Constru	action Damages
CROP DAMAGES (G656)	Туре	Acres	Yield per Acre	Price per Yield Unit	
Crops					\$0
Timber			1		\$0
CROP DAMAGE TOTAL					\$0
DAMAGES (G656)	SELECT ONE:	Anti	cipated Damages	Post-Co	nstruction Damages
Detailed Description of					
Damages					
DAMAGES TOTAL	<u> </u>				\$0
GRAND TOTAL				\$17,325	

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:

Abraham Wescott	(SIGN)	1/19/2023
Abraham Wescott	(PRINT)	
	(SIGN)	
	(PRINT)	
Land Agent:		
	(SIGN)	
	(PRINT)	

Date:



TEMPORARY CONSTRUCTION EASEMENT

STATE OF TENNESEE

COUNTY OF DAVIDSON

For Internal Informational Purposes Only LINE NO. TRINITY TO COWAN ST MAIN <u>REPLACEMENT</u> PROJECT TRACT NO. TN-DA-004.003 PROJECT NO. 0233055 PARCEL ID #: 071-06-0-053.00

THIS **"TEMPORARY CONSTRUCTION EASEMENT"** is made and granted as of this _____ day of ______, 20___, from **METROPOLITAN GOVERNMENT OF NASHVILLE AND 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 #20211230-0172066, Davidson County Registry (the "**Property**").

NOW, THEREFORE, Grantor, for and in consideration of the sum of Thirteen Thousand One Hundred Twenty-Five Dollars (\$13,125) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Piedmont, its successors and assigns, a temporary construction easement (the "**TCE**") 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 pipelines and appurtenant facilities (the "**Facilities**"), which Facilities may or may not be located on the Property.

The TCE encompasses an area of approximately 0.375 acres, the location of which has been mutually agreed upon between Grantor and Piedmont and is generally shown and approximated on **"Exhibit B**", which is attached hereto and incorporated herein by reference (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 TCE Area; (2) the right, but not the obligation, to clear and keep the TCE Area 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**, (3) 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 TCE does not grant Piedmont the right to place any permanent installations or Facilities in the TCE Area.

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IN WITNESS WHEREOF, this TEMPORARY CONSTRUCTION EASEMENT has been signed under seal by Grantor, as of the date first above written.

GRANTOR: Metropolitan Government of Nashville and Davidson County

Abraham Wescott By:

Name: Abraham Wescott

Title: Director of Public Property



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

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

Project Name:	Trinity to Cowan St Main Replacement	Project N	Number:	0233055
Project Tract #:	TN-DA-004.003	Consid	eration:	\$13,125
Landowner:	Metropolitan Government of Nashville and Davidson County	% Ow	nership:	100.00%
Deliver Check To:	Croft and Associates LLC	Phone:	<u>615-678-56</u>	574
	4711 Trousdale Dr. Ste. 121			
	Nashville, TN 37220	Phone:		

In consideration of the right(s) of way and/or easement(s) dated ______, 20____ (collectively, "Easement") granted by Landowner to Piedmont, Piedmont agrees to pay Landowner the following amounts:

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Flare Site Easement Area					\$0
PERMANENT TOTAL					\$0
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TCE Area	0.375	10%			\$13,125
Temp. Access Easement Area					\$0
TEMPORARY TOTAL	-				\$13,125
	SELECT ONE:	CT ONE: 🔲 Anticipated Damages 🔲 Post-Constru		uction Damages	
CROP DAMAGES (G656)	Туре	Acres	Yield per Acre	Price per Yield Unit	
Crops					\$0
Timber			1		\$0
CROP DAMAGE TOTAL	-	-			\$0
DAMAGES (G656)	SELECT ONE:	Anti	cipated Damages	Post-Co	nstruction Damages
Detailed Description of					
Damages					
DAMAGES TOTAL	I				\$0
GRAND TOTAL				\$13,125	

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:

Abraham Wescott

(PRINT) Abraham Wescott

(SIGN)

(PRINT)

(SIGN)

Land Agent:

(SIGN)

(PRINT)

Date:

1/20/2023 | 8:12 AM CST