Address New Owner:	Map-Parcel Numbers:	Send Tax Bills To:
The Metropolitan Government of Nashville and Davidson County _____ _____ _____	Map 59-13, Parcel 133.00	New Owner [Exempt]
This instrument prepared by: M. Andrew Cornwell, Holland & Knight, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219		

QUITCLAIM DEED WITH RESERVATION OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **PIEDMONT NATURAL GAS COMPANY, INC.**, a North Carolina corporation ("Grantor"), by these presents hereby sells, assigns, and quitclaims to **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** ("Grantee"), and Grantee's successors and assigns, all of Grantor's right, title, and interest, if any, in and to certain land located in Davidson County, Tennessee, being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference (the "Property"), subject to the Reserved Easements (as hereinafter defined).

Grantor hereby reserves, for itself, its successors and assigns, the easements described on **Exhibit B**, which is attached hereto and incorporated herein by reference (the "Reserved Easements").

This is unimproved property known as 3129 W. Hamilton Avenue, Nashville, Tennessee 37218.

The Property is conveyed expressly subject to all limitations, restrictions, and encumbrances as may affect the Property, including without limitation the Reserved Easements.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The actual consideration for this transfer is $-0-

Subscribed and sworn to before me this ____ day of _____, 2023.

_____
Notary Public
My Commission Expires:_____

Karen Johnson Davidson County
Batch# 1040075 DEEDQC
08/18/2023 02:14:14 PM 6 pgs
Fees: $32.00 Taxes: $0.00

20230818-0064759

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed with Reservation of Easement this 21st day of June, 2023.

GRANTOR:

PIEDMONT NATURAL GAS COMPANY, INC.,
a North Carolina corporation

By: Ebony Wiggins
Name: Ebony Wiggins
Title: manager land services

STATE OF OHIO

COUNTY OF HAMILTON

Personally appeared before me, ADELE M. FRISCH, Notary Public, EBONY WIGGINS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that s/he is the MANAGER LAND SERVICES of Piedmont Natural Gas Company, Inc., a corporation organized and existing under the laws of the State of North Carolina, the within named bargainor, and that s/he is authorized to execute this instrument on behalf of said company.

WITNESS my hand, at office, this 21st day of JUNE, 2023.

NOTARIAL SEAL
STATE OF OHIO

ADELE M. FRISCH
Notary Public, State of Ohio
My Commission Expires 01-05-2024

Adele M. Frisch
Notary Public

1/5/2024
My Commission Expires

SIGNATURE PAGE TO QUITCLAIM DEED WITH RESERVATION OF EASEMENT

Exhibit A

Description of Property

Land in Davidson County, Tennessee, being Lot 279 on the Plan of Treppard Heights, Section 3, of record in Book 2663, page 116, Register's Office for said County.

Said Lot No. 279 fronts 110.0 feet on the southeasterly side of West Hamilton Drive and runs back between lines measuring 319.2 feet on the southwesterly side and 318.9 feet on the northeasterly side to a dead line in the rear on which it measures 110 feet, more or less.

Being the same property conveyed to the Piedmont Natural Gas Company, Inc., a North Carolina corporation, by deed from Melvin Smith and wife, Linda Smith, dated September 9, 2019, and recorded as Instrument No. 20190909-0091051, in the Register's Office for Davidson County, Tennessee.

Exhibit B

Reserved Easements

Grantor hereby reserves unto itself, for the benefit of Grantor and its successors and assigns, and declares that the Property shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged subject to the following easements and rights of way under, upon, over, through, and across the Property, as shown on the survey attached hereto as Schedule 1 and incorporated herein by reference (the "Survey"):

Pipeline Easement. A perpetual easement under, upon, over, through, and across that portion of the Property, being approximately 50.00 feet in width, designated "Permanent Easement Area" on the Survey (the "**Pipeline 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 "Temporary Workspace" 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 Grantor's natural gas pipelines and appurtenant facilities for which this TCE is given, which may or may not be located on the Property. Grantor shall have the right, but not the obligation, to install temporary fencing around the TCE Area and to exclude all persons, including any subsequent owners, lessees or mortgagees of the Property and their respective permittees, 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) Grantor'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 Grantor 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 hereof, the term "**Reserved 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.

Grantor's Use. Grantor shall have all rights necessary or convenient for the full use and enjoyment of the Easement(s) 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 Reserved

Easements granted herein, the "**Facilities**") may be installed now and/or in the future. All Facilities shall be and remain the property of Grantor and may be removed by it at any time and from time to time.

Reservation of Rights. Grantee and its successors in title to the Property (collectively, "**Owner**") shall have 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. Owner may change the use of the Easement Areas or install certain Obstructions within the Easement Areas if Owner has obtained prior written approval from Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Anything to the contrary herein notwithstanding, Owner shall not: (1) unreasonably interfere with Grantor's access to or maintenance of the Facilities or the Easement Areas; (2) endanger the safety of Owner, Grantor, 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 Grantor.

Damages. Grantor shall be responsible to the Owner 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 Grantor in exercising the rights granted herein, provided that a claim is made by Owner within one hundred and twenty (120) days after such damages are sustained. Grantor shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Grantor's use of the Easement Area, excepting those permanent alterations which may be permitted in connection with each Reserved Easement above, if any, and earthen water bars to prevent erosion. Grantor shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Owner's expense without Owner's prior approval or permission.

No Waiver or Additional Representations. The failure by Grantor to exercise and/or enforce any of the rights, privileges, and Reserved Easements herein described shall not be construed as a waiver or abandonment of any such rights, privileges and Easements, and Grantor thereafter may exercise and/or enforce, at any time and from time to time, any or all of them. It is understood and acknowledged that only terms expressly stated herein will be binding on Grantor.

To have and to hold said rights, privileges, and Reserved Easements unto Grantor, its affiliates, successors, and assigns. Grantor, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, the Reserved Easements, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Grantor, for the uses and purposes expressly stated herein. The Reserved Easements shall run with the land and inure to the benefit of and be binding upon Grantor, each Owner, and their respective heirs, successors and assigns.

SCHEDULE 1

Survey

