

*February 22, 2024*

# **M E M O R A N D U M**

To: City of White House Industrial Development Board  
Gerald Herman, City Administrator  
Valerie Webb, City Attorney

From: Derek Watson, City Recorder

Re: Meeting of the Industrial Development Board

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Notice is hereby given that the Industrial Development Board of the City of White House, Tennessee, will meet on Tuesday, March 5, 2024, to approve or reject certain use restrictions for a parcel located at 510 Hwy 76 at the request of The Kroger Company, and a utility easement for The Sembler Company located at 109 Raymond Hirsch Parkway.

The meeting will take place at 5:00 pm at the Billy S. Hobbs Municipal Center located at 105-D College Street.

If you have any questions or are unable to attend please contact me at 615-672-4350, option 4.

CITY OF WHITE HOUSE  
Industrial Development Board Agenda  
March 5, 2024  
5:00 p.m.

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Approval of Minutes of the November 15, 2023, Industrial Development Board Meeting
5. New Business
  - A. To approve or reject certain use restrictions for a parcel located at 510 Hwy 76 at the request of The Kroger Company.
  - B. To approve or reject a utility easement for The Sembler Company located at 109 Raymond Hirsch Parkway.
6. Other Business
7. Adjournment

CITY OF WHITE HOUSE  
Industrial Development Board  
Minutes  
November 15, 2023  
5:00 p.m.

1. Call to Order

Meeting was called to order at 5:01 pm by President Tim Murphy.

2. Roll Call

Ken Duley - Present; Gary Faust - Present; Brian Goedde, II- Present; John Mechler - Absent; Tim Murphy - Present; Mark Reid – Present; John Wilkinson - Present; **Quorum - Present**

3. Adoption of the Agenda

Motion was made by Mr. Reid, second by Mr. Faust. A voice vote was called for with all members voting aye. **Agenda was adopted.**

4. Approval of Minutes of the March 27, 2023, Industrial Development Board Meeting

Motion was made by Mr. Reid, second by Mr. Faust. A voice vote was called for with all members voting aye. **March 27, 2023 minutes were approved.**

5. New Business

A. To approve or reject a utility easement for Advanex Americas.

Motion was made by Mr. Goedde, second by Mr. Faust to approve the utility easement for Advanex Americas. A voice vote was called for with all members voting aye. **Motion was approved.**

B. To approve or reject property conveyance for The Kroger Company.

Motion was made by Mr. Reid, second by Mr. Duley to approve the property conveyance for The Kroger Company. A voice vote was called for with all members voting aye. **Motion was approved.**

6. Other Business

7. Adjournment

Meeting was adjourned at 5:09 pm

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John D. Wilkinson, Secretary

This Instrument Prepared By:

Paul W. Parmele  
The Kroger Co.  
1014 Vine Street  
Cincinnati, Ohio 45202

U-545

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF WHITE HOUSE TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee ("IDB"), and KROGER LIMITED PARTNERSHIP I, an Ohio limited partnership ("Kroger").

WITNESSETH:

WHEREAS, IDB is the owner of certain real property situated in the City of White House, County of Robertson and State of Tennessee, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Parcel I");

WHEREAS, Kroger (a) is the owner of certain real property situated in the City of White House, County of Robertson and State of Tennessee, adjacent to Parcel I, more particularly described in Exhibit "B" attached hereto and made a part hereof ("Parcel II"), and (b) is the lessee of Parcel I pursuant to that certain Facility Lease Agreement between IDB and Kroger dated as of December 31, 2020, as evidenced of record by that certain Memorandum of Facility Lease dated as of December 31, 2020 and recorded in Record Book 2033, Page 63, Register's Office for Robertson County, Tennessee, as amended by that certain First Amendment to Memorandum of Facility Lease dated as of \_\_\_\_\_, 2024, and recorded in Record Book \_\_\_\_\_, Page \_\_\_\_\_, said Register's Office;

WHEREAS, Parcel I and Parcel II are sometimes collectively referred to herein as "Parcels"; and

WHEREAS, IDB and Kroger wish to impose certain restrictions upon Parcel II for the benefit of Parcel I.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IDB and Kroger hereby agree as follows:

## ARTICLE I - RESTRICTIONS

SECTION 1.1 Parcel II shall not be used as a drug store or a business principally devoted to the sale of health and beauty aids, or for a pharmacy department requiring the services of a registered pharmacist, provided that this restriction shall cease to be in force and effect if the occupant of the storeroom situated on Parcel I fails to operate a drug store or pharmacy department for a period of three hundred sixty-five (365) consecutive days or longer subsequent to the date hereof, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the occupant.

SECTION 1.2 Parcel II shall not be used as a food store or food department, or for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, provided that nothing herein shall prevent the sale of such products as an incidental part of a business so long as the total number of square feet devoted to the display for the sale of such products does not exceed five percent (5%) of the total square footage of the building improvements in which such products are sold or five hundred (500) square feet, including, in either case, one-half (1/2) of the aisle space adjacent to any display area, whichever is smaller, and further provided that this restriction shall cease to be in force and effect if the occupant of the storeroom situated on Parcel I fails to conduct a business for the sale of groceries, meats, fish, produce, dairy products, bakery products, alcoholic beverages or any of them for off-premises consumption, for three hundred sixty-five (365) consecutive days or longer subsequent to the date hereof, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the occupant.

SECTION 1.3 Parcel II shall not be used for the sale of automotive fuel, including without limitation gasoline and diesel fuel, provided that this restriction shall cease to be in force or effect if the operator of any automotive fuel dispensing facility located on Parcel I fails to conduct a business for the sale of automotive fuel for three hundred sixty five (365) consecutive days or longer subsequent to the date hereof, except when such failure is caused by labor disputes, force majeure (including reconstruction as a result of a fire or other casualty) or conditions beyond the control of the operator.

SECTION 1.4 Parcel II shall not be used as a business which principally features sexually explicit products or drug paraphernalia, or which offers for sale cannabis or cannabis-containing products, or products containing tetrahydrocannabinol (THC).

SECTION 1.5 Parcel II shall not be used as:

- (i) an Army-Navy or government surplus or unclaimed merchandise store, pawn shop, or flea market, except that such stores as Plato's Closet, Play-It-Again Sports, Once-Upon-A-Child or Goodwill shall be permitted;

- (ii) an establishment (including without limitation a restaurant) whose annual gross revenues from the sale of alcoholic beverages exceeds 35% of gross revenues arising out of or resulting from such business;
- (iii) a skating rink, carnival, amusement park, circus or other amusement center or recreation center;
- (iv) a carwash;
- (v) a warehouse or fulfillment center (not including storage which is incidental to a permitted use), including without limitation non-occupant lockers or similar third party drop off or pick up containers;
- (vi) any fire or bankruptcy sale or auction house operation;
- (vii) any assembly or manufacturing operation;
- (viii) any commercial laundry or on-site dry cleaning plant (except for drop-off/pickup locations).

**SECTION 1.6** None of the following shall be permitted in or on Parcel II:

- (i) any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness, or loudness;
- (ii) any obnoxious odor;
- (iii) any noxious, toxic, caustic, or corrosive fuel or gas
- (iv) any dust, dirt, or fly ash in excessive quantities;
- (v) any unusual fire, explosive, or other damaging and dangerous hazard, including without limitation the storage, display or sale of explosives or fireworks;
- (vi) any distillation, rendering, refining, smelting, or mining operations;
- (vii) any mobile home or trailer court, labor camp, junk yard, stock yard, or animal raising operation;
- (viii) any vape shop or business that sells or offers for sale marijuana, cannabis, or any related products or any drug paraphernalia, including without limitation any marijuana or cannabis dispensary or similar business
- (ix) any mortuary, funeral home, crematorium or cemetery;
- (x) any adult bookstore or other facility specializing in the sale or exhibiting of pornographic material;
- (xi) any nude or seminude dancing establishment;
- (xii) any massage parlor, modeling studio or establishment where women or men are engaged in other salacious activities; provided, a non-illicit massage provider similar to that operated as of the date of this Agreement under the trade name "Massage Envy" shall be permitted;
- (xiii) any public or private nuisance;
- (xiv) any dumping, disposal, incineration, reduction of garbage or refuse (exclusive of properly screened garbage or recycling containers typically found in retail shopping centers);
- (xv) any casino, bingo parlor, gaming hall, off track betting facility or other gambling operation or facility

## ARTICLE II – DEFAULT

SECTION 2.1 Upon a default of this Agreement, all remedies at law or in equity shall be available to any party entitled to enforce this Agreement. In the event of litigation by reason of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees in addition to all other expenses incurred in connection with such litigation.

## ARTICLE III – MISCELLANEOUS PROVISIONS

SECTION 3.1 The Kroger Co., an Ohio corporation, any subsidiary or affiliate of Kroger, including without limitation Kroger, and their respective successors and assigns (each a "Kroger Entity"), shall be beneficiaries of all of the rights and restrictions set forth herein and shall be entitled to enforce same for so long as a Kroger Entity may have a legal, equitable or leasehold interest in Parcel I.

SECTION 3.2 No part of this Agreement may be terminated or modified without the prior consent of (a) the Parcel I owner, (b) the Parcel II owner, and (c) any Kroger Entity holding a legal, equitable or leasehold interest in Parcel I.

SECTION 3.3 This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between owners of the Parcels or their tenants or licensees. Nothing in this Agreement shall obligate Kroger to develop Parcel I or to conduct any business upon Parcel I.

SECTION 3.4 No waiver of any provisions hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

SECTION 3.5 Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

SECTION 3.6 All notices and approvals required or permitted under this Agreement shall be served by certified mail, return receipt requested, or by overnight delivery by a nationally recognized overnight delivery service (such as Federal Express or UPS), to a party at the last known address of its principal place of business. Date of service of notice or approval shall be the date on which such notice or approval is deposited with the U.S Postal Service or overnight delivery service, as applicable. Should a Parcel be subdivided by separate ownership, the party who owns the largest portion thereof is irrevocable appointed attorney-in-fact for all parties who may own an interest in the Parcel to receive all notices and to render all approvals hereunder, which receipt of notices and delivery of approvals shall be binding on all such parties.

SECTION 3.7 All of the provisions hereof shall run with the land in perpetuity and shall be binding on IDB, Kroger and their respective successors and

assigns; provided, however, if any of the provisions of this Agreement shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty one (21) years after the death of the survivor of the now-living descendants of her Majesty, Queen Elizabeth II, the Queen of England.

SECTION 3.8 This Agreement contains the entire undertaking by IDB and Kroger and there are no other terms, expressed or implied, except as contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

IDB:

THE INDUSTRIAL DEVELOPMENT BOARD  
OF THE CITY OF WHITE HOUSE,  
TENNESSEE

By: \_\_\_\_\_

Name: Tim Murphy

Title: Chairman

STATE OF TENNESSEE

COUNTY OF ROBERTSON

Personally appeared before me, \_\_\_\_\_, Notary Public, Tim Murphy, 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 he is the Chairman of The Industrial Development Board of the City of White House, Tennessee, a public nonprofit corporation organized and existing under the laws of the State of Tennessee, the within named bargainor, and that he is authorized to execute this instrument on behalf of said corporation.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires



KROGER:

KROGER LIMITED PARTNERSHIP I  
an Ohio limited partnership

By: KRGP LLC, an Ohio limited liability  
company, general partner

By: \_\_\_\_\_

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

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

STATE OF OHIO

COUNTY OF HAMILTON

Personally appeared before me, \_\_\_\_\_, Notary Public,  
\_\_\_\_\_, 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 he is  
the \_\_\_\_\_ of KRGP LLC, an Ohio limited liability company,  
general partner of Kroger Limited Partnership I, an Ohio limited partnership, on behalf of  
the limited partnership.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

EXHIBIT "A"  
Parcel I

Lot 1 on the Final Plat of 1st Resubdivision of Kroger Property of record in Plat Book 30, Page 39, Register's Office for Robertson County, Tennessee.

Being part of the same property conveyed by deed of record in Record Book 2033, Page 59, said Register's Office

DRAFT

EXHIBIT "B"  
Parcel II

Lot 2 on the Final Plat of 1st Resubdivision of Kroger Property of record in Plat Book 30, Page 39, Register's Office for Robertson County, Tennessee.

Being part of the same property conveyed by deed of record in Record Book 2033, Page 59, said Register's Office

DRAFT

## EASEMENT

Prepared by: Jeffrey E. James, Attorney, 525 S Tryon St., Mailcode: DEP-12B, Charlotte, NC 28202  
Return Recorded Document To: Percheron LLC, 5550 77 Center Dr., Suite 310, Charlotte, NC 28217

STATE OF TENNESSEE

COUNTY OF ROBERTSON

*For Internal Informational Purposes Only*  
LINE NO. 109 Raymond Hirsch Parkway  
PROJECT TRACT NO. DIST-ROBE-001  
PROJECT NO. MX0187722  
PARCEL ID #: \_1071B05400

THIS "EASEMENT" is made and granted as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, from **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF WHITE HOUSE, TENNESSEE, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee ("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 Robertson, Tennessee, as more particularly described in the instrument recorded in Deed Book 2254, Page 723, Robertson County Registry (the "Property").

NOW, THEREFORE, Grantor for and in consideration of the sum of Ten Dollars (\$1.00) 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 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").

**Pipeline Easement.** A perpetual easement under, upon, over, through, and across that portion of the Property, generally .316 acres wide, designated "Pipeline Easement" 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 "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, gravel, 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 automatically 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 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 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 (collectively, "**Obstructions**") which unreasonably interfere with the rights granted herein. 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 or use of the Facilities or Easement Areas; (2) endanger the safety of

Grantor, Piedmont, the general public, private or personal property, access roads or driveways, 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 installed or maintained 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 Grantor that only terms expressly stated herein will be binding on Piedmont.

**Ownership of the Property.** Grantor represents, warrants and covenants that it (i) 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 and (ii) 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 and 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 affiliate, parent, or subsidiary 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 executed by Grantor, as of the date first above written.

**GRANTOR:**

The Industrial Development Board of the City of White House, Tennessee, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public for \_\_\_\_\_ County, \_\_\_\_\_, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he (or she) is \_\_\_\_\_ of The Industrial Development Board of the City of White House, Tennessee, a public, nonprofit corporation organized and existing under the laws of the State of Tennessee, and that he (or she), in such capacity, being authorized to do so, executed the foregoing Easement on behalf of the corporation.

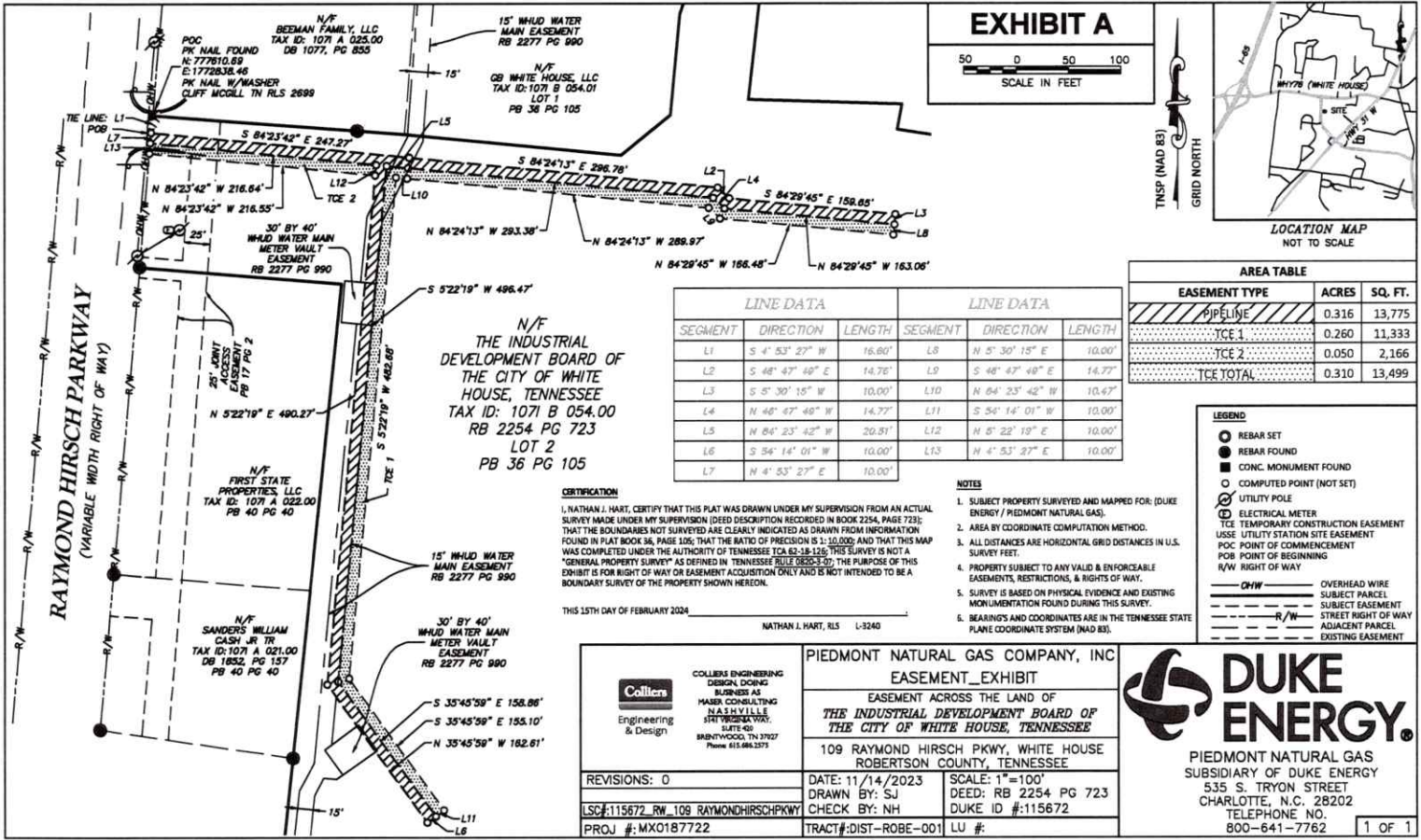
Witness my hand and official seal this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

[NOTARY SEAL]

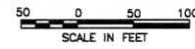
\_\_\_\_\_ Sign

\_\_\_\_\_ Print

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



**EXHIBIT A**



LOCATION MAP  
NOT TO SCALE

**AREA TABLE**

EASEMENT TYPE	ACRES	SQ. FT.
PIPELINE	0.316	13,775
TCE 1	0.260	11,333
TCE 2	0.050	2,166
<b>TCE TOTAL</b>	<b>0.310</b>	<b>13,499</b>

LINE DATA			LINE DATA		
SEGMENT	DIRECTION	LENGTH	SEGMENT	DIRECTION	LENGTH
L1	S 4° 53' 27" W	16.60'	L8	N 5° 30' 15" E	10.00'
L2	S 48° 47' 49" E	14.75'	L9	S 48° 47' 49" E	14.77'
L3	S 5° 30' 15" W	10.00'	L10	N 84° 23' 42" W	10.47'
L4	N 48° 47' 49" W	14.77'	L11	S 54° 14' 01" W	10.00'
L5	N 84° 23' 42" W	20.51'	L12	N 5° 22' 19" E	10.00'
L6	S 54° 14' 01" W	10.00'	L13	N 4° 53' 27" E	10.00'
L7	N 4° 53' 27" E	10.00'			

**CERTIFICATION**

I, NATHAN J. HART, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2254, PAGE 723); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN PLAT BOOK 56, PAGE 125; THAT THE RATIO OF PRECISION IS 1:10,000; AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TENNESSEE TCA 82-18-125; THIS SURVEY IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED IN TENNESSEE RULE 0600-3-02; 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 15TH DAY OF FEBRUARY 2024

NATHAN J. HART, RLS L-3240

**NOTES**

- SUBJECT PROPERTY SURVEYED AND MAPPED FOR: (DUKE ENERGY / PIEDMONT NATURAL GAS).
- AREA BY COORDINATE COMPUTATION METHOD.
- ALL DISTANCES ARE HORIZONTAL GRID DISTANCES IN U.S. SURVEY FEET.
- PROPERTY SUBJECT TO ANY VALID & ENFORCEABLE EASEMENTS, RESTRICTIONS, & RIGHTS OF WAY.
- SURVEY IS BASED ON PHYSICAL EVIDENCE AND EXISTING MONUMENTATION FOUND DURING THIS SURVEY.
- BEARINGS AND COORDINATES ARE IN THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD 83).

**LEGEND**

- REBAR SET
- REBAR FOUND
- CONC. MONUMENT FOUND
- COMPUTED POINT (NOT SET)
- UTILITY POLE
- ⊕ ELECTRICAL METER
- TCE TEMPORARY CONSTRUCTION EASEMENT
- USSE UTILITY STATION SITE EASEMENT
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- CHW OVERHEAD WIRE
- SUBJECT PARCEL
- SUBJECT EASEMENT
- STREET RIGHT OF WAY
- ADJACENT PARCEL
- EXISTING EASEMENT

**Collins**  
Engineering & Design

COLLINS ENGINEERING DESIGN, DOING BUSINESS AS  
MASS CONSULTING  
NASHVILLE  
JRT TRENKLE, P.E.  
STATE-60  
BRYAN WOOD, TN 37027  
Phone: 615.664.3373

**PIEDMONT NATURAL GAS COMPANY, INC**  
EASEMENT\_EXHIBIT

EASEMENT ACROSS THE LAND OF  
**THE INDUSTRIAL DEVELOPMENT BOARD OF  
THE CITY OF WHITE HOUSE, TENNESSEE**

109 RAYMOND HIRSCH PKWY, WHITE HOUSE  
ROBERTSON COUNTY, TENNESSEE

REVISIONS: 0  
DATE: 11/14/2023  
DRAWN BY: SJ  
CHECK BY: NH  
TRAC# : DIST-ROBE-001

SCALE: 1"=100'  
DEED: RB 2254 PG 723  
DUKE ID #: 115672  
LU #:

**DUKE ENERGY.**

PIEDMONT NATURAL GAS  
SUBSIDIARY OF DUKE ENERGY  
535 S. TRYON STREET  
CHARLOTTE, N.C. 28202  
TELEPHONE NO.  
800-641-7762

Certificate of Authenticity

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

Date

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Date

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary's Signature

My Commission Expires: \_\_\_\_\_

Date

Notary's Seal (if on paper)



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

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

The actual consideration or true value, whichever is greater for this transfer is  
\$ \_\_\_\_\_.

\_\_\_\_\_  
Affiant

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

\_\_\_\_\_  
Notary