



Board of Commissioners
Special Meeting Agenda
Thursday, September 2, 2021, 5:15 PM
City Hall, Lakeland, Tennessee 38002

I. CALL TO ORDER BY MAYOR:

II. INVOCATION:

III. PLEDGE:

IV. ROLL CALL BY RECORDER:

V. PUBLIC COMMENTS:

VI. REGULAR AGENDA:

1. **Resolution** - to approve an Amended and Restated Reimbursement Agreement with Texas Gas Transmission, LLC for the New Canada Road Project PIN#107036.00. *Sponsored by Emily Harrell*
2. **Resolution** - to approve an Easement and Right of Way Agreement with Texas Gas Transmission, LLC for the New Canada Road Project. *Sponsored by Emily Harrell*

VII. ANNOUNCEMENTS:

VIII. ADJOURNMENT:

Meeting Cycle: Thursday, September 2, 2021

Subject: **Resolution** - to approve an Amended and Restated Reimbursement Agreement with Texas Gas Transmission, LLC for the New Canada Road Project PIN#107036.00. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners approve, by resolution, an Amended and Restated Reimbursement Agreement with Texas Gas Transmission, LLC for the New Canada Road Project.

BUDGET IMPACT

The estimated cost of the gas line relocation required for the New Canada Road project is \$14,245,400. The City is responsible for the cost of utility relocation within the right of way acquired for the New Canada Road project. Texas Gas is responsible for costs associated with relocation within the original 50-foot right of way.

The project is funded with STBG (Surface Transportation Block Grant) funds, which consists of 80% Federal funds and 20% Local match. The City is pursuing a rural development loan from USDA for the estimated \$2,849,080 match. The utility relocation is budgeted in the FY2022 General Fund - Engineering - New Canada Road

DISCUSSION

The New Canada Road project crosses four (4) natural gas pipelines owned by Texas Gas Transmission, LLC. Due to the proposed widening of the roadway, the pipeline is required to relocate the gas lines, moving all vertical or horizontal bends in the pipeline outside of the New Canada Road right of way. The work will consist of boring four (4) new gas lines under the existing roadway and installing the remaining pipe by open excavation. The open excavation will occur within the easement located at IH Park and First Baptist Church. The relocation is scheduled to begin Spring 2022.

RESOLUTION R-74-2021

A RESOLUTION APPROVING AN AMENDED AND RESTATED REIMBURSEMENT
AGREEMENT WITH TEXAS GAS TRANSMISSION, LLC FOR THE NEW CANADA
ROAD PROJECT

WHEREAS, the City desires to cross the natural gas lines owned by Texas Gas Transmission, LLC with New Canada Road; and,

WHEREAS, the natural gas lines require relocation due to the widening of Canada Road through the New Canada Road project; and,

WHEREAS, the estimated cost for the relocation of the four pipelines related to the New Canada Road project is \$14,245,400; and,

WHEREAS, the project is funded with Surface Transportation Block Grant (STBG) funds consisting of 80% Federal funds and 20% local match; and,

WHEREAS, Monies for the work are budgeted in the FY22 General Fund - Engineering -New Canada Road.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKE LAND, TENNESSEE: That the Mayor and Board of Commissioners authorize the City Manager to execute an Amended and Restated Reimbursement Agreement with Texas Gas Transmission, LLC for the New Canada Road Project,

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 2nd day of September 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

August 13, 2021

City of Lakeland, Tennessee
10001 Highway 70
Lakeland, TN 38002

Re: Amended and Restated Reimbursement Agreement by and between Texas Gas Transmission, LLC ("Texas Gas") and City of Lakeland, Tennessee ("City") (sometimes referred to herein jointly as "Parties") to Accommodate City's Widening of Canada Road located in Shelby County, Tennessee PIN#107036.00 / State Project #79LPLM-F1-032 (the "Project")

Dear Sir or Madam:

This Amended and Restated Reimbursement Agreement ("*Agreement*") is entered into as of the date of last signature below and shall supersede that certain Reimbursement Agreement by and between the Parties dated April 7, 2020 ("*Original Agreement*").

Texas Gas owns and operates four (4) natural gas pipelines and related appurtenances, individually identified as MLS 26-1, MLS 26-2, MLS 30-1, and MLS 36-1 and collectively known as the Main Line System, located in easements owned by Texas Gas (collectively, the "*Facilities*"). The Facilities intersect and cross Canada Road at a location in Shelby County, Tennessee ("*Crossing*").

City wishes to construct the Project. Construction of the Project will require modification and relocation of the Facilities at and around the Crossing.

Pursuant to the Original Agreement, Texas Gas performed certain preliminary, design, engineering and cost estimating work relating to modification and relocation of the Facilities in a manner which will accommodate the Project.

After review of the preliminary work, City requests that Texas Gas modify and relocate the Facilities in order to accommodate the Project. Texas Gas agrees to modify and relocate the Facilities as an accommodation to City, conditioned upon City's reimbursement of all costs associated with work performed outside the existing Canada Road right of way depicted as "EXIST. R.O.W." in the drawing attached hereto as Exhibit A. Texas Gas agrees that it is solely responsible for all costs associated with work performed within the existing Canada Road right of way identified as "EXIST. R.O.W." in Exhibit A. This Agreement sets forth the terms of the Parties' agreement with respect to Texas Gas's modification and relocation of the Facilities, and City's reimbursement of Texas Gas for the costs associated with work performed outside the existing right of way as depicted in Exhibit A. Now, therefore, for good and valuable consideration, the Parties agree as follows:

1. Subject to the provisions herein, Texas Gas agrees to perform, or cause to be performed, all work necessary or incidental to modifying and relocating the Facilities in order to accommodate the Project, including, but not limited to, project management and

administration, regulatory approvals, permitting, land acquisition, scheduling, engineering, drafting, material procurement, construction, construction management, inspection, non-destructive testing and site restoration (collectively, the "*Work*"). Texas Gas shall have exclusive control over the manner and method in which the Work is performed. The City shall be solely responsible for costs associated with Work performed outside the existing right of way as depicted in Exhibit A. Texas Gas shall be solely responsible for costs associated with Work performed within the existing right of way as depicted in Exhibit A.

2. City shall reimburse Texas Gas for all costs, excluding costs associated with construction work performed within the existing right of way as depicted in Exhibit A, incurred by Texas Gas in performing or procuring performance of the Work, in accordance with the terms of this Agreement ("Costs").
3. As part of the scope of the Work, Texas Gas shall prepare and file with the Federal Energy Regulatory Commission and all other governmental and regulatory authorities having competent jurisdiction ("*Governmental Authorities*"), filings and applications reasonably required to obtain necessary regulatory approvals for the modification and relocation of the Facilities, including any associated partial abandonment of the existing Facilities at and around the Crossing ("*Governmental Authorizations*"). Texas Gas shall not be obligated to modify or relocate the Facilities unless and until all necessary Governmental Authorizations are obtained on terms and in a form and substance satisfactory to Texas Gas in its sole discretion. If Texas Gas is unable within two (2) years to obtain all necessary Government Authorizations from the Governmental Authorities on terms and in a form and substance satisfactory to Texas Gas in its sole discretion, Texas Gas shall have the right to terminate this Agreement by giving written notice ("*Regulatory Termination*"). In the event of Regulatory Termination, Texas Gas will not be obligated to modify or relocate the Facilities. In the event of Regulatory Termination, City shall reimburse Texas Gas for all Costs incurred in connection with the Work through the date of termination. Texas Gas will submit to City an invoice setting forth such Costs and City shall pay such invoice within fifteen (15) days of its receipt.
4. Costs shall also include any additional Work or expense incurred by Texas Gas to obtain and comply with any and all requirements and conditions of the Governmental Authorizations.
5. The present estimated Costs ("*Estimated Costs*") of the Work are \$14,245,400.00, in accordance with the estimate attached hereto as Exhibit B and incorporated herein. The Estimated Costs include, but are not limited to, the costs of labor, materials, supplies, overhead and, if applicable, tax gross-up, all as more fully described in Exhibit B. The Estimated Costs are only an estimate and will be adjusted as necessary to reflect actual Costs; however, the Parties agree that the Estimated Costs are a reasonable estimate of the costs required to perform the necessary scope for the Work. City agrees that the Estimated Costs shall not be a cap or limit on City's reimbursement obligations hereunder.
6. Upon execution of the Original Agreement, City paid Texas Gas Four Hundred Thousand Dollars (\$400,000.00). The Parties agree that this payment was for preliminary Work

previously performed by Texas Gas pursuant to the Original Agreement and will be applied as a credit against the final Costs.

7. During the course of the Work, Texas Gas shall submit periodic invoices, including reasonable supporting documentation, to City for Work completed, and Costs incurred, including materials, supplies or equipment delivered, and services rendered to perform the Work. Texas Gas may submit such invoices, and supporting documentation, either: (a) on a monthly, or quarterly basis; or (b) when the total value of Texas Gas's un-invoiced Work and Costs exceeds \$250,000, at the sole discretion of Texas Gas. City shall pay all Texas Gas invoices within fifteen (15) days of City's receipt of same.
8. Should City fail to pay any sum due Texas Gas, or if it becomes necessary for Texas Gas to employ an attorney to enforce any of the provisions of this Agreement, Texas Gas shall be entitled to damages suffered by it, including, but not limited to, attorney fees and accrued interest on the balance due. Interest shall accrue from the due date at a varying rate per annum equal to the lesser of 115% of the prime rate charged by J.P. Morgan Chase Bank, Houston, Texas, to its largest and most credit-worthy borrowers on 90-day commercial loans, or the maximum rate of interest permitted by law.
9. **TO THE EXTENT PERMITTED BY TENNESSEE LAW, AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, CITY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD, TEXAS GAS, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GENERAL AND LIMITED PARTNERS, AND AFFILIATED COMPANIES (COLLECTIVELY, "TEXAS GAS INDEMNITEES"), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTEREST, COURT COSTS, INVESTIGATION EXPENSES AND COSTS AND LEGAL FEES INCURRED BY TEXAS GAS INDEMNITEES, IN DEFENSE OF SAME ARISING IN FAVOR OF ANY GOVERNMENTAL AGENCIES, THIRD PARTIES, CONTRACTORS OR SUBCONTRACTORS, OR ON ACCOUNT OF TAXES, CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, DEATH OR DAMAGES TO PROPERTY, AND ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANYWISE INCIDENT TO, IN CONNECTION WITH OR ARISING OUT OF THE WORK AND THIS AGREEMENT.**
10. This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, excluding any provision which would dictate the application of the laws of another jurisdiction.
11. City shall send signed agreements and communications to Texas Gas as follows:

Texas Gas Transmission, LLC
Attention: Mike Wooden
3947 Highway 179

Covington, TN 38019
Phone: (901) 606-6378

12. City shall send payment to Texas Gas by wire transfer to the following:

Texas Gas Transmission, LLC
Citibank, N.A.
021 000 089
Account # 3053-8258

13. City shall send legal notices to Texas Gas as follows:

Texas Gas Transmission, LLC
Attention: Legal Department
9 Greenway Plaza, Suite 2800
Houston, TX 77046
Email: legalnotice@bwpipelines.com

14. Texas Gas shall send all notices and invoices to City as follows:

City of Lakeland, Tennessee
Attention: City Engineer
10001 Highway 70
Lakeland, TN 38002

15. Except for other contracts or agreements expressly identified herein, if any, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may not be amended unless done so in writing and signed by both Parties.
16. If any provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such provision shall be deemed amended or omitted to conform with such determination without affecting any other provision or the validity of this Agreement.

If City agrees with these terms and conditions, please so indicate by having an authorized representative sign two originals of this Agreement in the appropriate space below and return the originals as indicated above. Both originals will be fully executed by our authorized personnel and one original will be returned to City for its records.

Sincerely,

AGREED AND ACCEPTED

AGREED AND ACCEPTED

this ____ day of _____, 20__.

this ____ day of _____, 20__.

City of Lakeland, Tennessee

TEXAS GAS TRANSMISSION, LLC

By: _____

By: _____

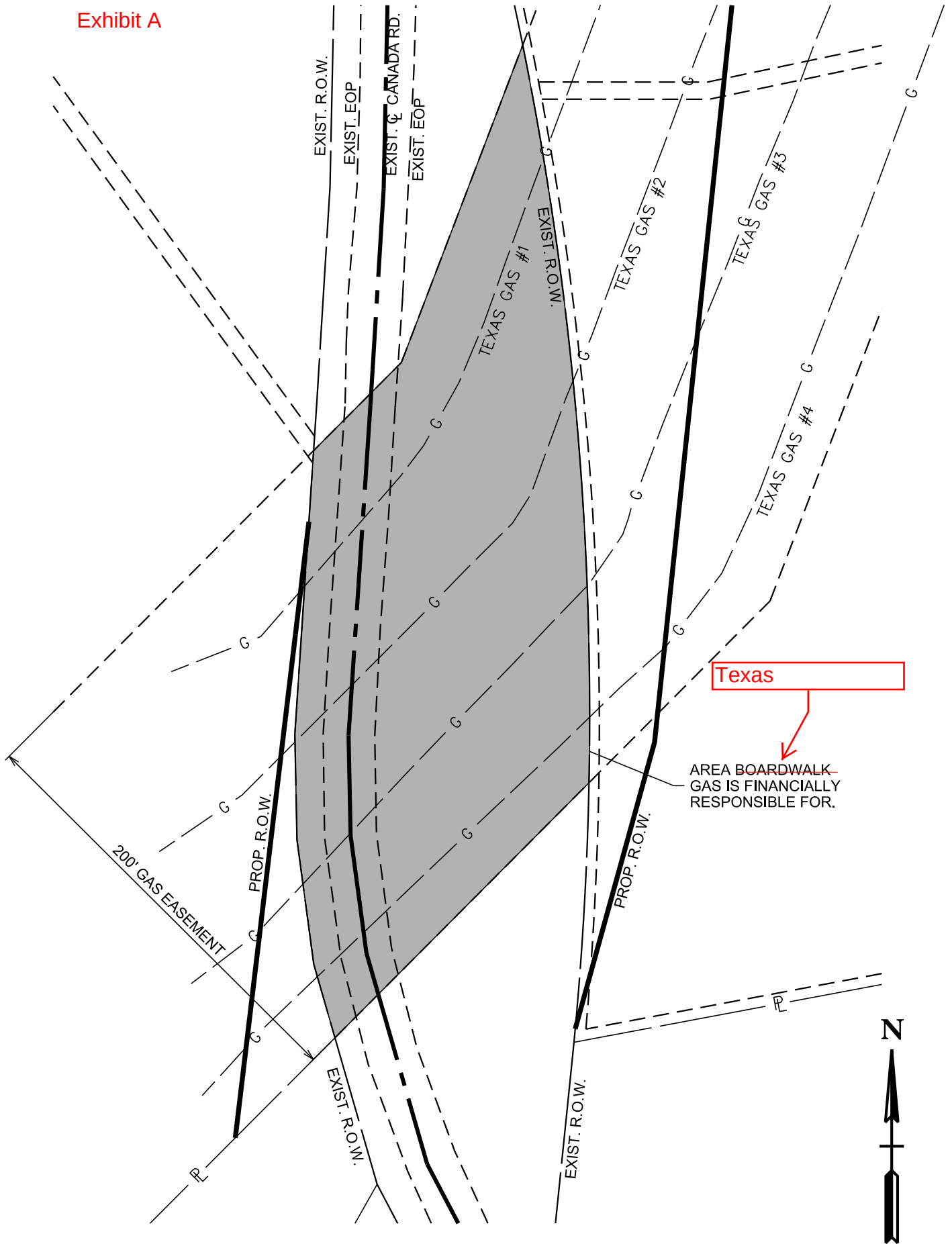
Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Exhibit A



SCALE: 1" = 60'

<u>EXHIBIT B</u>		This estimate is for information purposes only, and it shall in no way be deemed a cap or limit on costs or liability hereunder.
DATE	8/13/2021	
LOCATION	Lakeland, TN	
SCOPE DESCRIPTION	Extending road crossings of MLS 26-1, MLS 26-2, MLS 30-1, and MLS 36-1 pipelines across New Canada Road in Lakeland, TN by relocating via HDD construction method.	
Estimate Breakdown		Costs
1.0 Management and Administration		\$ 289,931.37
2.0 Engineering		\$ 474,425.37
3.0 Materials		\$ 1,522,221.95
4.0 Right of Way and Damages		\$ 105,798.75
5.0 Environmental		\$ 65,001.80
6.0 Construction		\$ 10,398,365.24
7.0 Regulatory		\$ 94,624.50
8.0 Texas Gas's Overhead (10%)		\$ 1,295,036.61
TOTAL ESTIMATED COSTS (rounded to nearest hundred dollars)		\$14,245,400.00



Board of Commissioners

Meeting Cycle: Thursday, September 2, 2021

Subject: **Resolution** - to approve an Easement and Right of Way Agreement with Texas Gas Transmission, LLC for the New Canada Road Project. *Sponsored by Emily Harrell*

Staff Contact: Emily Harrell, City Engineer

STAFF RECOMMENDATION

Staff recommends the Board of Commissioners approve, by Resolution, an Easement and Right of Way Agreement with Texas Gas Transmission, LLC for the New Canada Road project.

BUDGET IMPACT

Texas Gas proposes to pay the City of Lakeland ten dollars (\$10.00) for the easement/right of way required for the relocation of the natural gas pipelines.

DISCUSSION

Texas Gas Transmission will be relocating the four (4) existing natural gas pipelines as part of the New Canada Road project. Additional easement/right of way is required for the relocated pipelines as the alignment has shifted slightly. The attached exhibits illustrate the locations of the new easement/right of way requested.

RESOLUTION R-75-2021

A RESOLUTION APPROVING AN EASEMENT AND RIGHT OF WAY AGREEMENT
WITH TEXAS GAS TRANSMISSION, LLC FOR THE NEW CANADA ROAD PROJECT

WHEREAS, the City desires to cross the natural gas lines owned by Texas Gas Transmission, LLC with New Canada Road; and,

WHEREAS, the natural gas lines require relocation due to the widening of Canada Road through the New Canada Road project; and,

WHEREAS, the relocation of the pipelines requires additional easement/right of way to be conveyed to Texas Gas Transmission, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAKELAND, TENNESSEE: That the Mayor and Board of Commissioners authorize the City Manager to execute an Easement and Right of Way Agreement with Texas Gas Transmission, LLC for the New Canada Road Project,

PASSED AND ADOPTED by the Board of Commissioners of Lakeland, Tennessee on this 2nd day of September 2021, public welfare requiring it.

Mike Cunningham, *Mayor*

ATTEST:

Debra Murrell
City Recorder

SPACE ABOVE FOR RECORDER'S USE

This Instrument Prepared by:
Texas Gas Transmission, LLC
9 Greenway Plaza, Suite 2800
Houston, Texas 77046

Main Line System
Tract No. T-78
Project # 9996

Upon recording, return to:
Texas Gas Transmission, LLC
Attention: Land Department
610 West Second Street
Owensboro, Kentucky 42301

EASEMENT AND RIGHT OF WAY AGREEMENT

STATE OF TENNESSEE

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned:

**City of Lakeland, Tennessee
10001 HIGHWAY 70
LAKELAND, TN 38002**

(hereinafter referred to as "GRANTOR", whether one or more), 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 adequacy of which are hereby acknowledged, does hereby grant and convey unto Texas Gas Transmission, LLC ("Texas Gas"), whose address for the purposes of this Easement and Right of Way Agreement ("Agreement") is 9 Greenway Plaza, Suite 2800, Houston, Texas 77046, its successors and assigns, the rights, privileges, easement and right of way as hereinafter set forth (the "Right of Way") for the purposes of constructing, reconstructing, renewing, operating, maintaining, protecting, inspecting, repairing, changing the size of, abandoning-in-place, removing and/or relaying pipeline(s) and conduit(s) for the transmission of communication signals, whether or not related to the aforementioned uses, along a route selected by Texas Gas, together with such valves, fittings, meters, corrosion control devices, wires, cables

and other equipment and appurtenances, whether above or below ground, as may be necessary or convenient for the transportation of oil, natural gas, petroleum products or any other liquids, gases or substances which can be transported through pipelines, for the protection of said pipeline(s) and conduit(s), or for the maintenance of the Right of Way (said pipeline(s), conduit(s), equipment and appurtenances are hereinafter collectively referred to as the "Facilities"), with the right of ingress and egress to and from the same, including the use of existing roads, on, over, across, under and through certain land (the "Property") situated in Shelby County, State of Tennessee, to wit:

**SEE EXHIBIT "A" AND EXHIBIT "B", ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE, FOR
COMPLETE PROPERTY DESCRIPTION**

The Right of Way shall be 0.643 acres as shown on Exhibit "A" and described on Exhibit "B".

GRANTOR further grants to Texas Gas the right to use as temporary workspace during construction, and from time to time thereafter as may be necessary for Texas Gas to exercise its rights granted herein, three additional strips of land (the "Temporary Workspace"), as shown on Exhibit "A" and described on Exhibit "B". After such use of the Temporary Workspace is complete, the Temporary Workspace shall revert to GRANTOR.

GRANTOR shall have the right to fully use and enjoy the Right of Way except to the extent such uses interfere with the purposes hereinabove granted to Texas Gas. Notwithstanding the preceding sentence, GRANTOR shall not build, create or construct, nor allow to be built, created or constructed, any obstruction (including, but not limited to, impounded water), building, improvement or other structure within the Right of Way, nor shall GRANTOR place, nor allow to be placed, any trees or debris on the Right of Way, nor change the grade of the surface of the ground within the Right of Way. Texas Gas shall have the right to clear and keep the Right of Way cleared of trees, shrubs, brush, or other debris.

The consideration herein paid, the receipt of which GRANTOR hereby acknowledges, includes payment in full and settlement, in advance and to the full extent allowed by law, for all damages of every kind and character to that part of the Property included within the Right of Way and Temporary Workspace and for severance damages, if any, to the Property caused or to be caused by the construction of the Facilities over, under and across the Property. GRANTOR hereby acknowledges receipt of such consideration as full discharge and release of Texas Gas, its heirs, successors or assigns, with respect to the construction of the Facilities.

This Agreement represents the entire agreement between the parties and shall supersede all prior agreements or understandings, whether oral or in writing, with respect to the Right of Way, Temporary Workspace and the Facilities, and may only be modified or amended by written instrument signed by the parties hereto. All covenants, warranties and agreements herein contained shall be deemed to be running with the land and shall extend to and be binding on the heirs, legal representatives, successors and assigns of GRANTOR. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the Right of Way and Temporary Workspace unto Texas Gas, its successors and assigns. GRANTOR hereby represents and warrants that GRANTOR is the sole owner of the Property, and GRANTOR does hereby bind itself, its heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the Property described herein and rights unto Texas Gas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any

part thereof. GRANTOR hereby agrees to protect, indemnify, and hold harmless Texas Gas from any claims of ownership of title to the Property asserted by any and all persons or entities.

IN WITNESS WHEREOF, this Agreement is executed on this _____ day of _____, 2021.

WITNESSES:

GRANTOR:

CITY OF LAKELAND, TENNESSEE

Signature: _____

Printed Name: _____

Title: _____

State of Tennessee
County of Shelby

On this _____ day of _____, 2021, before me personally appeared _____, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person (or persons') free act and deed.

Witness my hand, at office, this _____ day of _____, 2021.

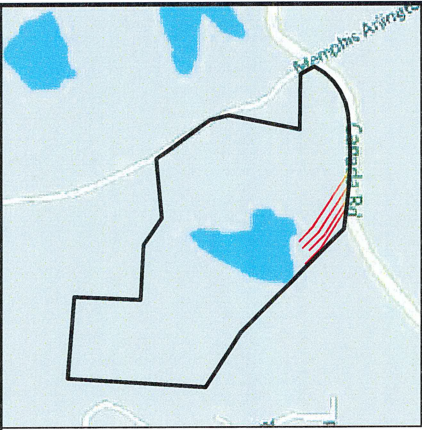
Notary's Signature

My commission expires: _____

EXHIBIT A:

Attached Separately

EXHIBIT "A"
SHELBY COUNTY, TENNESSEE



VICINITY MAP
N.T.S.

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S45°01'20"W	624.27'
L2	N43°05'48"E	211.15'
L3	N33°13'51"E	560.14'
L4	S01°11'15"W	56.60'
L5	S03°30'13"W	100.25'
L6	S05°21'52"W	24.92'

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L7	S33°13'51"W	45.48'
L8	S43°05'48"W	145.91'
L9	N33°13'51"E	189.23'
L10	S56°46'09"E	25.00'

TOTAL DISTANCE ACROSS PROPERTY:
PROPOSED 26-1TT PIPELINE: 677.00 FEET
OR: 41.03 RODS
PROPOSED 26-2TT PIPELINE: 608.15 FEET
OR: 36.86 RODS
PROPOSED 30-1TT PIPELINE: 503.84 FEET
OR: 30.54 RODS
PROPOSED 36-1TT PIPELINE: 545.59 FEET
OR: 33.07 RODS
TOTAL AREA OF P.E.R.W.: 0.643 ACRE
TOTAL AREA OF T.W.S.: 0.067 ACRE

CITY OF LAKE LAND, TENNESSEE
INSTRUMENT NO. KE1278
S.C.R.D.S.C.T.

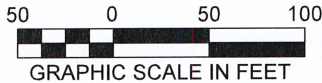
POINT OF
BEGINNING T.W.S.
N: 354,304.13
E: 849,769.79

POINT OF
BEGINNING P.E.R.W.
N: 354,553.15
E: 850,042.20

POINT OF
COMMENCING
FND. 1/2" I.R.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
S.C.R.D.S.C.T. SHELBY COUNTY REGISTER OF DEEDS,
SHELBY COUNTY, TENNESSEE
PROPERTY LINE
PROPOSED PIPELINE RELOCATION
EXISTING PIPELINE
RIGHT OF WAY



- NOTES
- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GROUND COORDINATES AND ARE BASED ON CITY OF LAKE LAND CANADA ROAD WIDENING PROJECT DATUM OF GROUND COORDINATES, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND GPS (VRS) SURVEY PERFORMED BY TRC COMPANIES, INC. IN JUNE OF 2020. GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A VRS CONSISTING OF MULTIPLE REFERENCE STATIONS AND ARE REFERENCED TO THE TENNESSEE COORDINATE SYSTEM (SPCS83 CODE 4100), NORTH AMERICAN DATUM OF 1983 [NAD83 (2011) (EPOCH:2010.0000) (GEOID 12B)], POSITIONAL ACCURACY OF THE GPS VECTORS DOES NOT EXCEED: H 0.06', V 0.07'. TO CONVERT TO GRID COORDINATES, APPLY A SCALE FACTOR OF 0.9999900001.
 - THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH PROVIDED BY CLIENT. NO OTHER TITLE RESEARCH WAS COMPLETED BY UNDERSIGNED SURVEYOR.
 - IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEASUREMENTS ON THIS PLAT WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A CATEGORY I SURVEY AS CURRENTLY DEFINED IN THE STANDARDS OF PRACTICE, CHAPTER 0820-3 AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

Charles A Taylor
REGISTERED LAND SURVEYOR
TENNESSEE REGISTRATION NO. 3043



16350 Park Ten Place
Houston, TX 77058
(281) 616-0100



TEXAS GAS
TRANSMISSION, LLC

TEXAS GAS TRANSMISSION, LLC		
DWG BY:	LFC	PN 9996 NEW CANADA ROAD RELOCATION PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF CITY OF LAKE LAND, TENNESSEE SHELBY COUNTY, TENNESSEE
CKD BY:	CAT	
DATE:	12/3/20	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
0	12/04/20	FOR CERTIFICATION
DRAWING: 346110_LAKELAND1		
SHEET NO. 1 OF 1		

EXHIBIT "B"

TEXAS GAS TRANSMISSION, LLC
PN 9996 NEW CANADA ROAD RELOCATION
CITY OF LAKELAND, TENNESSEE

PERMANENT EASEMENT & RIGHT OF WAY

Description of a Permanent Easement & Right of Way being over, through and across a tract of land conveyed to City of Lakeland, Tennessee by an instrument recorded in Instrument No. KE1278, of the Shelby County Register of Deeds, Shelby County, Tennessee, said Permanent Easement & Right of Way being more particularly described as follows:

COMMENCING at a ½ inch iron rod found in the westerly line of the old Canada Road right of way, lying in the southerly line of an existing Texas Gas Transmission Corporation 200 (two-hundred) foot wide easement and right of way; **THENCE** North 02° 05’ 52” West, a distance of 272.93 feet to the **POINT OF BEGINNING**, lying in the northerly line of said easement and right of way, having a coordinate of N: 354,553.15, E: 850,042.20;

THENCE South 45° 01’ 20” West, 624.27 feet;

THENCE North 43° 05’ 48” East, 211.15 feet;

THENCE North 33° 13’ 51” East, 560.14 feet;

THENCE South 01° 11’ 15” West, 56.60 feet;

THENCE South 03° 30’ 13” West, 100.25 feet;

THENCE South 05° 21’ 52” West, 24.92 feet to the **POINT OF BEGINNING**, said Permanent Easement & Right of Way containing 0.643 acre (28,017.16 sq. ft.) of land.

TEMPORARY WORKSPACE

Description of a Temporary Workspace being over, through and across a tract of land conveyed to City of Lakeland, Tennessee by an instrument recorded in Instrument No. KE1278, of the Shelby County Register of Deeds, Shelby County, Tennessee, said Temporary Workspace being more particularly described as follows:

COMMENCING at a ½ inch iron rod found in the westerly line of the old Canada Road right of way, lying in the southerly line of an existing Texas Gas Transmission Corporation 200 (two-hundred) foot wide easement and right of way; **THENCE** North 85° 11’ 50” West, a distance of 283.39 feet to the **POINT OF BEGINNING**, having a coordinate of N: 354,304.13, E: 849,769.79;

THENCE South 33° 13’ 51” West, 45.48 feet;

THENCE South 43° 05’ 48” West, 145.91 feet;

THENCE North 33° 13’ 51” East, 189.23 feet;

THENCE South 56° 46’ 09” East, 25.00 feet; to the **POINT OF BEGINNING**, said Temporary Workspace containing 0.067 acre (2,933.92 sq. ft.) of land.

EXHIBIT "B"

TEXAS GAS TRANSMISSION, LLC
PN 9996 NEW CANADA ROAD RELOCATION
CITY OF LAKELAND, TENNESSEE

All bearings, distances, and coordinates shown herein are ground coordinates and are based on City of Lakeland Canada Road Widening project datum of ground coordinates, U.S. Survey Feet, as derived from an on the ground GPS (VRS) survey performed by TRC Companies, Inc. in June of 2020. GPS locations used for this survey were established using a VRS consisting of multiple reference stations and are referenced to the Tennessee Coordinate System (SPCS83 Code 4100), North American Datum of 1983 [NAD83 (2011) (Epoch:2010.0000) (Geoid 12B)], positional accuracy of the GPS vectors does not exceed: H 0.06', V 0.07'. To convert to grid coordinates, apply a scale factor of 0.9999900001.

For reference and further information, see Exhibit "A", drawing name 346110_LAKELAND1, Rev.0, same date. If this document is not signed and sealed by the surveyor whose name appears below, it should be considered as a copy and not the original.

Charles A Taylor

Charles A. Taylor
Registered Land Surveyor
Tennessee Registration No. 3043

12/4/20
Date



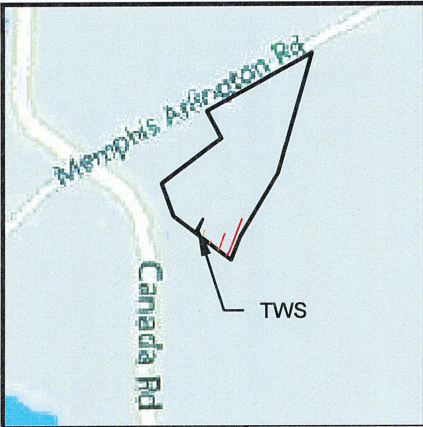


EXHIBIT "A"

SHELBY COUNTY, TENNESSEE

TOTAL DISTANCE ACROSS PROPERTY:
PROPOSED 26-1TT PIPELINE: 35.78 FEET
OR: 2.17 RODS
PROPOSED 26-2TT PIPELINE: 8.93 FEET
OR: 0.54 ROD
PROPOSED 30-1TT PIPELINE: 84.24 FEET
OR: 5.10 RODS
PROPOSED 36-1TT PIPELINE: 196.60 FEET
OR: 11.91 RODS
TOTAL AREA OF T.W.S.: 0.012 ACRE



EXISTING 26"
26-1TT PIPELINE

EXISTING 26"
26-2TT PIPELINE

CITY OF LAKELAND, TENNESSEE
INSTRUMENT NO. 04026457
S.C.R.D.S.C.T.

POINT OF
BEGINNING T.W.S.
N: 355,255.47
E: 850,338.77

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	S21°43'05"W	80.73'
L2	N52°43'14"W	19.60'
L3	N62°57'24"E	12.69'
L4	N30°46'59"E	66.76'

TEXAS GAS TRANSMISSION
CORPORATION
RIGHT OF WAYS
MLS-T079
BOOK 1988, PAGE 288
BOOK 2801, PAGE 347
BOOK 3887, PAGE 152
INSTRUMENT NO. G2 1269
S.C.R.D.S.C.T.

EXISTING 30"
30-1TT PIPELINE

POINT OF
COMMENCING
FND. FENCE
CORNER POST

CITY OF LAKELAND, TENNESSEE
INSTRUMENT NO. 04026455
S.C.R.D.S.C.T.

EXISTING 36"
36-1TT PIPELINE

FIRST BAPTIST CHURCH OF
LAKELAND, TENNESSEE
INSTRUMENT NO. 02075203
S.C.R.D.S.C.T.

LEGEND

I.R. IRON ROD
I.P. IRON PIPE
FND. FOUND
N.T.S. NOT TO SCALE
R.O.W. RIGHT OF WAY
T.W.S. TEMPORARY WORKSPACE
P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
S.C.R.D.S.C.T. SHELBY COUNTY REGISTER OF DEEDS,
SHELBY COUNTY, TENNESSEE
PROPERTY LINE
EXISTING PIPELINE
PROPOSED PIPELINE RELOCATION
R/W RIGHT OF WAY

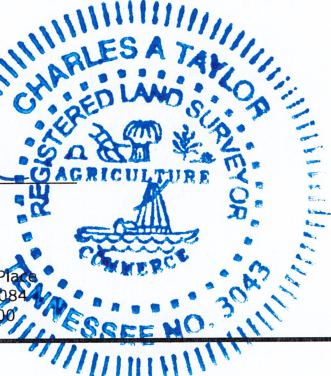
NOTES

- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GROUND COORDINATES AND ARE BASED ON CITY OF LAKELAND CANADA ROAD WIDENING PROJECT DATUM OF GROUND COORDINATES, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND GPS (VRS) SURVEY PERFORMED BY TRC COMPANIES, INC. IN JUNE OF 2020. GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A VRS CONSISTING OF MULTIPLE REFERENCE STATIONS AND ARE REFERENCED TO THE TENNESSEE COORDINATE SYSTEM (SPCS83 CODE 4100), NORTH AMERICAN DATUM OF 1983 [NAD83 (2011) (EPOCH:2010.0000) (GEOID 12B)], POSITIONAL ACCURACY OF THE GPS VECTORS DOES NOT EXCEED: H 0.06', V 0.07'. TO CONVERT TO GRID COORDINATES, APPLY A SCALE FACTOR OF 0.9999900001.
- THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH PROVIDED BY CLIENT. NO OTHER TITLE RESEARCH WAS COMPLETED BY UNDERSIGNED SURVEYOR.
- IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

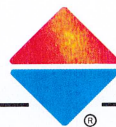
CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEASUREMENTS ON THIS PLAT WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A CATEGORY I SURVEY AS CURRENTLY DEFINED IN THE STANDARDS OF PRACTICE, CHAPTER 0820-3 AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

Charles A. Taylor
REGISTERED LAND SURVEYOR
TENNESSEE REGISTRATION NO. 3043



16350 Park Ten Place
Houston, TX 77084
(281) 616-0100



TEXAS GAS
TRANSMISSION, LLC

TEXAS GAS TRANSMISSION, LLC

DWG BY:	LFC	PN 9996 NEW CANADA ROAD RELOCATION TEMPORARY WORKSPACE ACROSS THE PROPERTY OF CITY OF LAKELAND, TENNESSEE SHELBY COUNTY, TENNESSEE
CKD BY:	CAT	
DATE:	12/3/20	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
0	12/04/2020	FOR CERTIFICATION
DRAWING:		346110_LAKELAND2
SHEET NO.		1 OF 1

EXHIBIT "B"

TEXAS GAS TRANSMISSION, LLC
PN 9996 NEW CANADA ROAD RELOCATION
CITY OF LAKELAND, TENNESSEE

TEMPORARY WORKSPACE

Description of a Temporary Workspace being over, through and across a tract of land conveyed to City of Lakeland, Tennessee by an instrument recorded in Instrument No. 04026457, of the Shelby County Register of Deeds, Shelby County, Tennessee, said Temporary Workspace being more particularly described as follows:

COMMENCING at a fence corner post found in the southerly line of the City of Lakeland tract recorded in Instrument No. 04026455, of the Shelby County Register of Deeds, Shelby County, Tennessee;
THENCE North 59° 22' 34" West, a distance of 590.37 feet to the **POINT OF BEGINNING**, having a coordinate of N: 355,255.47, E: 850,338.77;

THENCE South 21° 43' 05" West, 80.73 feet;

THENCE North 52° 43' 14" West, 19.60 feet;

THENCE North 62° 57' 24" East, 12.69 feet;

THENCE North 30° 46' 59" East, 66.76 feet; to the **POINT OF BEGINNING**, said Temporary Workspace containing 0.012 acre (536.65 sq. ft.) of land.

All bearings, distances, and coordinates shown herein are ground coordinates and are based on City of Lakeland Canada Road Widening project datum of ground coordinates, U.S. Survey Feet, as derived from an on the ground GPS (VRS) survey performed by TRC Companies, Inc. in June of 2020. GPS locations used for this survey were established using a VRS consisting of multiple reference stations and are referenced to the Tennessee Coordinate System (SPCS83 Code 4100), North American Datum of 1983 [NAD83 (2011) (Epoch:2010.0000) (Geoid 12B)], positional accuracy of the GPS vectors does not exceed: H 0.06', V 0.07'. To convert to grid coordinates, apply a scale factor of 0.9999900001.

For reference and further information, see Exhibit "A", drawing name 346110_LAKELAND2, Rev. 0, same date. If this document is not signed and sealed by the surveyor whose name appears below, it should be considered as a copy and not the original.

Charles A Taylor
Charles A. Taylor
Registered Land Surveyor
Tennessee Registration No. 3043

12/4/20
Date



EXHIBIT "A"
SHELBY COUNTY, TENNESSEE



VICINITY MAP
N.T.S.

CITY OF LAKELAND, TENNESSEE
INSTRUMENT NO. 04026457
S.C.R.D.S.C.T.

SEGMENT TABLE		
LINE	BEARING	DISTANCE
L1	N52°43'14"W	19.78'
L2	N21°43'05"E	120.57'
L3	N30°46'59"E	358.32'
L4	N15°56'59"E	321.53'
L5	S57°41'19"E	142.01'
L6	S32°18'42"W	786.93'

CITY OF LAKELAND, TENNESSEE
INSTRUMENT NO. 04026455
S.C.R.D.S.C.T.

TEXAS GAS TRANSMISSION
CORPORATION
RIGHT OF WAYS
MLS-T079
BOOK 1988, PAGE 288
BOOK 2801, PAGE 347
BOOK 3887, PAGE 152
INSTRUMENT NO. G2 1269
S.C.R.D.S.C.T.

POINT OF
BEGINNING T.W.S.
N: 355,042.74
E: 850,489.83

FIRST BAPTIST CHURCH OF
LAKELAND, TENNESSEE
INSTRUMENT NO. 02075203
S.C.R.D.S.C.T.

POINT OF
COMMENCING
FND. FENCE
CORNER POST

TOTAL AREA OF T.W.S.: 1.153 ACRE

- LEGEND
- | | |
|----------------|--|
| I.R. | IRON ROD |
| I.P. | IRON PIPE |
| FND. | FOUND |
| N.T.S. | NOT TO SCALE |
| R.O.W. | RIGHT OF WAY |
| T.W.S. | TEMPORARY WORKSPACE |
| P.E.R.W. | PERMANENT EASEMENT & RIGHT OF WAY |
| S.C.R.D.S.C.T. | SHELBY COUNTY REGISTER OF DEEDS,
SHELBY COUNTY, TENNESSEE |
| | PROPERTY LINE |
| | RIGHT OF WAY |

- NOTES
- ALL BEARINGS, DISTANCES, AND COORDINATES SHOWN HEREIN ARE GROUND COORDINATES AND ARE BASED ON CITY OF LAKELAND CANADA ROAD WIDENING PROJECT DATUM OF GROUND COORDINATES, U.S. SURVEY FEET, AS DERIVED FROM AN ON THE GROUND GPS (VRS) SURVEY PERFORMED BY TRC COMPANIES, INC. IN JUNE OF 2020. GPS LOCATIONS USED FOR THIS SURVEY WERE ESTABLISHED USING A VRS CONSISTING OF MULTIPLE REFERENCE STATIONS AND ARE REFERENCED TO THE TENNESSEE COORDINATE SYSTEM (SPCS83 CODE 4100), NORTH AMERICAN DATUM OF 1983 [NAD83 (2011) (EPOCH:2010.0000) (GEOID 12B)], POSITIONAL ACCURACY OF THE GPS VECTORS DOES NOT EXCEED: H 0.06", V 0.07". TO CONVERT TO GRID COORDINATES, APPLY A SCALE FACTOR OF 0.9999900001.
 - THE TITLE INFORMATION OF THE SUBJECT TRACT, SHOWN HEREIN, IS BASED UPON TITLE RESEARCH PROVIDED BY CLIENT. NO OTHER TITLE RESEARCH WAS COMPLETED BY UNDERSIGNED SURVEYOR.
 - IF THIS PLAT AND ACCOMPANYING DESCRIPTION ARE NOT SIGNED AND SEALED BY THE SURVEYOR WHOSE NAME APPEARS BELOW, IT SHOULD BE CONSIDERED AS A COPY AND NOT THE ORIGINAL.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND THAT THE SURVEY MEASUREMENTS ON THIS PLAT WERE MADE IN ACCORDANCE WITH THE REQUIREMENTS OF A CATEGORY I SURVEY AS CURRENTLY DEFINED IN THE STANDARDS OF PRACTICE, CHAPTER 0820-3 AND ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS AND THAT THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

Charles A Taylor

CHARLES A. TAYLOR
REGISTERED LAND SURVEYOR
TENNESSEE REGISTRATION NO. 3043

16350 Park Ten Place
Houston, TX 77084
(281) 616-0100

TRC

REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
TENNESSEE NO. 3043

TEXAS GAS
TRANSMISSION, LLC

TEXAS GAS TRANSMISSION, LLC

DWG BY:	LFC	PN 9996 NEW CANADA ROAD RELOCATION TEMPORARY WORKSPACE ACROSS THE PROPERTY OF CITY OF LAKELAND, TENNESSEE SHELBY COUNTY, TENNESSEE
CKD BY:	CAT	
DATE:	12/3/20	
SCALE:	1" = 100'	
REV#	DATE	DESCRIPTION
0	12/04/2020	FOR CERTIFICATION
DRAWING:	346110_LAKELAND3	SHEET NO. 1 OF 1

EXHIBIT "B"

TEXAS GAS TRANSMISSION, LLC

PN 9996 NEW CANADA ROAD RELOCATION
CITY OF LAKELAND, TENNESSEE

TEMPORARY WORKSPACE

Description of a Temporary Workspace being over, through and across a tract of land conveyed to City of Lakeland, Tennessee by an instrument recorded in Instrument No. 04026455, of the Shelby County Register of Deeds, Shelby County, Tennessee, said Temporary Workspace being more particularly described as follows:

COMMENCING at a fence corner post found in the southerly line of the subject tract; **THENCE** North 76° 09' 04" West, a distance of 367.66 feet to the **POINT OF BEGINNING**, having a coordinate of N: 355,042.74, E: 850,489.83;

THENCE North 52° 43' 14" West, 19.78 feet;

THENCE North 21° 43' 05" East, 120.57 feet;

THENCE North 30° 46' 59" East, 358.32 feet;

THENCE North 15° 56' 59" East, 321.53 feet;

THENCE South $57^{\circ} 41' 19''$ East, 142.01 feet;

THENCE South 32° 18' 42" West, 786.93 feet; to the **POINT OF BEGINNING**, said Temporary Workspace containing 1.153 acre (50,216.39 sq. ft.) of land.

All bearings, distances, and coordinates shown herein are ground coordinates and are based on City of Lakeland Canada Road Widening project datum of ground coordinates, U.S. Survey Feet, as derived from an on the ground GPS (VRS) survey performed by TRC Companies, Inc. in June of 2020. GPS locations used for this survey were established using a VRS consisting of multiple reference stations and are referenced to the Tennessee Coordinate System (SPCS83 Code 4100), North American Datum of 1983 [NAD83 (2011) (Epoch:2010.0000) (Geoid 12B)], positional accuracy of the GPS vectors does not exceed: H 0.06', V 0.07'. To convert to grid coordinates, apply a scale factor of 0.9999900001.

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Charles A. Taylor

Charles A. Taylor
Registered Land Surveyor
Tennessee Registration No. 3043

12/4/20
Date

