

The City of Morristown

Office of Administration



Morristown City Council Agenda Item Summary

Date: July 7, 2026

Agenda Item: Authorize the sale of an easement to Atmos Energy at the corner of East Morris Boulevard and Lorino Lane to accommodate construction of a new supply line.

Prepared By: Larry Clark

Subject: Easement Sale to Atmos Energy at Lorino Lane.

Background: Atmos Energy will be constructing a new, larger gas supply line to help feed the ETVID and the eastern end of the City.

Findings/Current Activity:

The route of the new line will pass through a corner of Frank Lorino Park at East Morris and Lorino Lane, north of the tennis courts, then continue in the right-of-way of Lorino Lane. This location will not disturb any of the project/activity currently under construction.

Negotiation resulted in the Atmos line staying within right-of-way with the exception of this location where the line will make a turn. Staying primarily in the ROW helps shield the City from future potential costs.

Financial Impact:

Atmos will pay the City \$10,000 for the easement.

Action options/Recommendations:

Staff recommends approval.

Attachment: Pipeline Easement and Map Exhibit

This instrument was prepared by:
Atmos Energy Corporation
810 Crescent Centre Drive
Suite 600
Franklin, TN 37067

Line: _____
R/W#: _____

PIPELINE EASEMENT

THIS PIPELINE EASEMENT (the "Pipeline Easement") is dated as of _____, 20_____, and made by the undersigned _____ (herein called "Grantor" whether one or more) to **Atmos Energy Corporation**, a Texas and Virginia corporation with its principal office at 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, together with its successors and assigns (said entity and its successors and assigns are herein collectively called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property more particularly described by deed of record in book 211, page 226, Registrar's Office for Hamblen County, Tennessee (the "Property"); and

WHEREAS, Grantee desires to obtain an easement from Grantor for the purposes described herein and in further consideration for the agreements set forth herein and Grantor has agreed to grant the easement to Grantee across Grantor's Property pursuant to the terms of this Pipeline Easement.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantor hereby grants, sells and conveys unto Grantee, a free and unobstructed right of way and exclusive easement for the purpose of laying, constructing, operating, maintaining, inspecting, repairing, replacing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, a pipeline or pipelines and the appurtenances thereto, including the right to install additional pipelines and appurtenances in the future as may be necessary or convenient for Grantee, for the transportation of oil, gas, lignite and other fluids or substances, or any of them, and the products thereof, together with such above

ground drips, valves, fittings, meters, pressure relief facilities, aerial markers, graphite and steel anodes, rectifier poles and other devices for the control of pipeline corrosion, and other appurtenances as may be necessary or convenient in the operation of said lines, over, across, under band upon the area described on Exhibit A attached hereto and made a part hereof (the “Easement Area”).

2. Grantee shall also be entitled to use temporary workspace as described and shown on Exhibit A (the “Temporary Workspace”) to carry out the initial construction of the facilities, which rights shall include, but not be limited to, boring activities, clearing, leveling, temporary storage, and staging equipment and materials. Grantee’s right to utilize this Temporary Workspace will terminate and cease on the date on which initial construction of Grantee’s facilities have been completed and the same are placed into service.

3. Grantee shall have the right to select the exact location of said pipelines and any future additional pipelines within the Easement Area, and to do whatever may be requisite for the use and enjoyment of the rights herein granted, including the right of ingress and egress over Grantor’s adjacent or additional lands to or from said Easement Area.

4. Grantor further agrees not to change the grade, remove dirt from the surface of the Easement Area or impound water over the Easement Area without the prior written approval of Grantee.

5. The aforesaid consideration paid from Grantee to Grantor includes any and all damages that may be sustained by the original construction of said pipelines, including without limitation, cutting trees and damages to land, trees, buildings, fences, growing crops and grasses; however, after the original construction of the pipeline Grantee will pay to the owner of the land and, if leased, to his tenant, as they may be respectively entitled, actual damages done to fences and growing crops by reason of entry to repair, maintain and remove said pipelines, or for any future construction, including but not limited to the laying of additional future pipelines. Further, the aforesaid consideration includes the right of Grantee to install additional, future pipelines and appurtenances as Grantee, in its sole discretion, may determine to be necessary or convenient.

6. In relation to the Easement Area, Grantee has the right to trim, cut down or eliminate trees or shrubbery to the extent, in the sole judgment of Grantee as may be necessary to prevent possible present or future interference with the convenient operation or convenient inspection of said pipelines and to remove possible present or future hazard to such pipelines, and the right to remove or prevent the construction of any and all buildings, structures, reservoirs, or other obstructions on the Easement Area and to prevent activities on the Easement Area any of which, in the sole judgment of the Grantee may presently or in the future endanger or interfere with the efficiency, safety, convenient operation or convenient inspection of said Easement Area, pipelines and appurtenances.

7. If Grantee should abandon the rights granted herein and if such abandonment should continue for a continuous period of ten years, all rights of Grantee herein shall ipso facto terminate and revert to Grantor, his heirs, legal representatives, and assigns.

8. Grantor and Grantee agree that the failure to assert any right under this Pipeline Easement shall not constitute a waiver of any other right hereunder. Further, it is hereby agreed that any delay by Grantee in asserting any right granted it in this Pipeline Easement, regardless of the length of any such delay, shall not prevent Grantee from later asserting or otherwise enforcing that same right, including but not limited to the right to prevent or remove any encroachments within the Easement Area as provided in Paragraph 6 above.

9. Both Grantor and Grantee hereby represent and warrant that they have read and have fully understood the terms of this Pipeline Easement, that they have had the opportunity to have same reviewed by an attorney, and that in entering into this Pipeline Easement they are relying solely upon their independent review and the advice of their respective counsel. Further, Grantor and Grantee acknowledge that this Pipeline Easement has been negotiated by the parties, and this Pipeline Easement shall be construed as one prepared by the joint efforts of Grantor and Grantee and shall not be construed against either party as the drafter.

10. Grantor and Grantee shall be entitled forthwith to full and adequate relief by injunction and to all other legal and equitable remedies for the consequences of any breach of this Pipeline Easement.

11. Nothing contained herein shall be construed to make Grantor and Grantee partners or joint venturers or to render any of said parties liable for the debts or obligations of the other.

12. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery to the address set forth herein. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.

13. BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

TO HAVE AND TO HOLD the above-described easements and rights unto the said Grantee, and Grantee's successors and assigns, until abandoned as provided for herein.

This instrument and covenants and agreements herein contained shall constitute covenants running with the land, binding upon Grantor, his heirs, legal representatives, successors and assigns, for the benefit of Grantee, and Grantee's successors and assigns.

Grantor hereby binds himself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above-described easements and rights, unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

It is hereby understood that the party securing this grant on behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

<Signature pages to follow>

EXECUTED this _____ day of _____, _____.

GRANTOR(S):

(SIGNATURE)

(SIGNATURE)

(NAME)

(NAME)

(ADDRESS)

(ADDRESS)

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that _____ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____,
_____, this the ____ day of _____, 20____.

Notary Public

My Commission Expires:

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged that _____ executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and seal, at office in _____,
_____, this the ____ day of _____, 20_____.

Notary Public

My Commission Expires:

I hereby swear or affirm that the actual consideration or true value of this transfer, whichever is greater, is \$_____.

Affiant

Sworn to and subscribed before me this the ____ day of _____, 20_____.

Notary Public

My commission expires: _____

EXHIBIT A
EASEMENT AREA

EXHIBIT "A"
HAMBLÉN COUNTY, TENNESSEE
PERMANENT EASEMENT
3100 LORINO PARK ROAD
MAP 034, PARCEL 015.00

PERMANENT EASEMENT:

DESCRIPTION FOR A PERMANENT EASEMENT BEING A PART OF A TRACT OF LAND, IN THE NAME OF THE CITY OF MORRISTOWN, TENNESSEE, AS RECORDED IN DEED BOOK 211, PAGE 226, IN THE REGISTER'S OFFICE OF HAMBLÉN COUNTY, TENNESSEE, (R.O.H.C.TN.), BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

POINT OF BEGINNING (P.O.B. N:700095.76, E:2778375.41), ON THE EASTERLY RIGHT-OF-WAY OF THOMPSON CREEK ROAD, AND ON THE WESTERLY LINE OF SAID CITY OF MORRISTOWN, TENNESSEE, TRACT,

THENCE, ALONG THE EASTERLY RIGHT-OF-WAY OF THOMPSON CREEK ROAD THE FOLLOWING TWO (2) CALLS:

- 1) NORTH 08°46'38" WEST, 25.14 FEET;
- 2) THENCE, NORTH 15°14'46" EAST, 15.35 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD;

THENCE, ALONG THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD THE FOLLOWING TWO (2) CALLS:

- 1) NORTH 49°26'14" EAST, 73.58 FEET;
- 2) THENCE, NORTH 51°19'20" EAST, 60.43 FEET;

THENCE, LEAVING THE SOUTHERLY RIGHT-OF-WAY OF E. MORRIS BOULEVARD AND THROUGH SAID CITY OF MORRISTOWN, TENNESSEE TRACT OF LAND THE FOLLOWING TWO (2) CALLS:

- 1) SOUTH 39°14'48" EAST, 100.07 FEET;
- 2) THENCE, NORTH 51°31'27" EAST, 7.19 FEET TO THE WESTERLY RIGHT-OF-WAY OF LORINO LANE;

THENCE, ALONG THE WESTERLY RIGHT-OF-WAY OF LORINO LANE,

SOUTH 38°28'33" EAST, 40.00 FEET;

THENCE, THROUGH SAID CITY OF MORRISTOWN, TENNESSEE TRACT THE FOLLOWING FOUR (4) CALLS:

- 1) SOUTH 51°31'27" WEST, 26.65 FEET;
- 2) THENCE, NORTH 39°14'48" WEST, 110.00 FEET;
- 3) THENCE, SOUTH 51°19'20" WEST, 40.24 FEET;
- 4) THENCE, SOUTH 49°26'14" WEST, 99.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,955 SQUARE FEET OR 0.16 ACRE, MORE OR LESS, ACCORDING TO A SURVEY PERFORMED BY LDA ENGINEERING, 110 TYSON BOULEVARD, SUITE 200, ALCOA, TENNESSEE 37701.

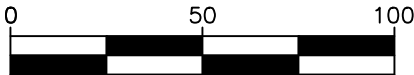
CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED EASEMENT, HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

ALL BEARINGS AND DISTANCES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN US SURVEY FEET.

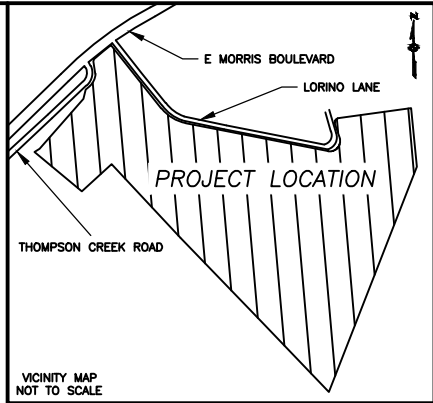
A SURVEY EXHIBIT ACCOMPANIES AND IS PART OF THIS EASEMENT DESCRIPTION (EXHIBIT "B").

AREA TABLE		
EASEMENT TYPE	ACRES	SQ. FT.
PERMANENT EASEMENT	±0.16	±6,955

EXHIBIT B



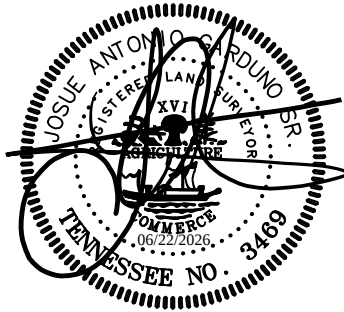
SCALE: 1"=50'



SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THE SURVEY SHOWN WAS PERFORMED UNDER MY DIRECT SUPERVISION, AND MEETS OR EXCEEDS THE STANDARDS AND ACCURACY REQUIRED BY THE STATE OF TENNESSEE FOR A CATEGORY 4 SURVEY.

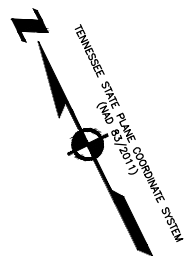
FOR BOUNDARY ASPECTS OF THIS SURVEY, RTK GPS POSITIONAL DATA WAS OBSERVED BETWEEN THE DATES OF 01/08/2026 AND 04/03/2026 UTILIZING A CARLSON BRX7 DUAL FREQUENCY RECEIVER. THE GRID COORDINATES OF THE FIXED STATION(S) SHOWN WERE DERIVED USING A VRS NETWORK OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION'S CORS NETWORK REFERENCED TO NAD 83 (2011) (EPOCH 2010), GEOID 12B. POSITIONAL ACCURACY OF THE GPS VECTORS DOES NOT EXCEED: H 0.08', V0.10'.



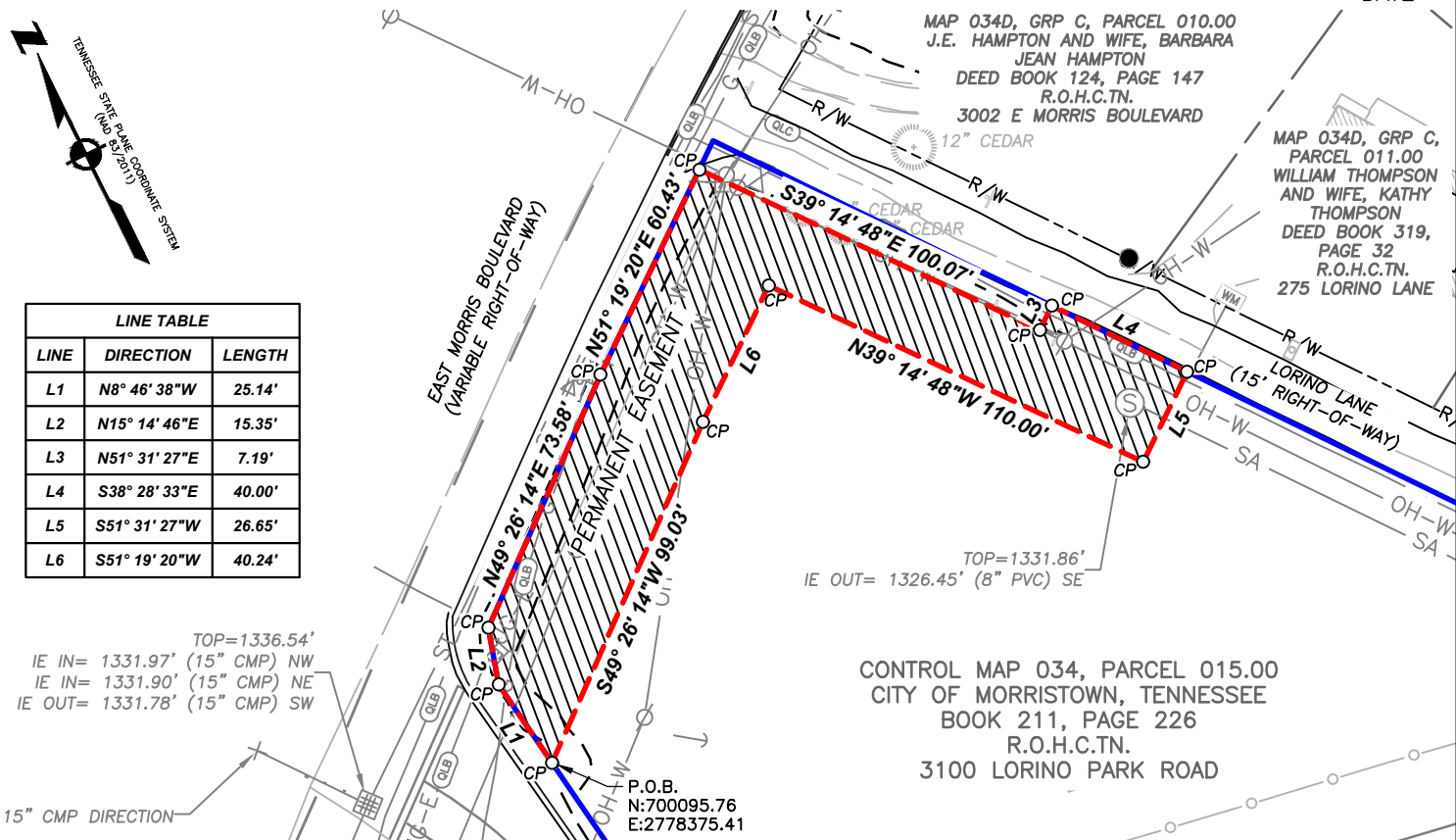
JOSUE ANTONIO GARDUNO SR. RLS #3469

06/22/2026

DATE



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N8° 46' 38"W	25.14'
L2	N15° 14' 46"E	15.35'
L3	N51° 31' 27"E	7.19'
L4	S38° 28' 33"E	40.00'
L5	S51° 31' 27"W	26.65'
L6	S51° 19' 20"W	40.24'



LEGEND

	SUBJECT TRACT		COMPUTED POINT
	PERMANENT EASEMENT		FOUND IRON ROD
	R/W		FOUND IRON PIPE
	CENTERLINE		UTILITY POLE
	EDGE OF PAVEMENT		UTILITY POLE 1 LIGHT
	PAVEMENT MARKINGS		LIGHT POLE
	EDGE OF CONCRETE		GUY WIRE
	EDGE OF GRAVEL		ELECTRICAL PULL BOX
	SA		WATER VALVE
	SANITARY SEWER		WATER METER
	ST		GAS VALVE
	STORM SEWER		TELEPHONE PEDASTAL
	EXISTING WATERLINE		SANITARY MANHOLE
	OH-W		CURB INLET
	OVERHEAD WIRE		CATCH BASIN SQUARE
	UG-E		SIGN
	UNDERGROUND ELECTRIC		MAILBOX
	G		TREE
	EXISTING GAS LINE		P.O.B. - POINT OF BEGINNING
	FO		R.O.H.C.TN. - REGISTER'S OFFICE, HAMLEN COUNTY, TENNESSEE
	EXISTING FIBER LINE		
	BUILDING		
	BARB WIRE FENCE		
	CHAINLINK FENCE		
	TOE OF SLOPE		
	TOP OF SLOPE		

NOTES:

- ALL BEARINGS, DISTANCES, & COORDINATES CONTAINED HEREIN ARE GRID BASED UPON TENNESSEE DEPARTMENT OF TRANSPORTATION'S CORS NETWORK REFERENCED TO NORTH AMERICAN DATUM 1983 (NAD83), REALIZATIONS 2011, EPOCH 2010.00 IN US SURVEY FOOT.
- THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED BY TN RULE 0820-03-07 AND THAT THIS MAP WAS COMPLETED UNDER THE AUTHORITY OF TN TCA 62-18-126.
- THE INTENT OF THIS EXHIBIT IS TO CONVEY AN EASEMENT LOCATION AND IS NOT INTENDED TO REPRESENT A COMPLETE BOUNDARY SURVEY OF THE SUBJECT PROPERTY.
- PROPERTY LINES SHOWN BASED ON RECORDED DEED AND PLAT INFORMATION TAKEN FROM HAMLEN COUNTY PROPERTY ASSESSOR'S INFORMATION.
- NO TITLE OPINION WAS PROVIDED FOR THIS SURVEY THEREFORE EASEMENTS AND RIGHTS OF WAY NOT SHOWN MAY EXIST.
- THIS MAP HAS NOT BEEN REVIEWED BY THE LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
- PERMANENT EASEMENT EXTENDS OR SHORTENS TO THE RESPECTIVE TRACT LINES.

LDA PROJECT NO. ATM516



LDA ENGINEERING

PERMANENT EASEMENT
ACROSS THE LANDS OF
CITY OF MORRISTOWN, TENNESSEE
CONTROL MAP 034, PACEL 015.00
3100 LORINO PARK ROAD
MORRISTOWN, HAMLEN COUNTY, TENNESSEE

2 OF 2

REVISION NO.

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DATE: 06/22/2026