

After Recording, Return To:
Will Stout
Winstead, PC
1221 Broadway, Suite 2030
Nashville, Tennessee

Licensing and Indemnity Agreement
(Public Sewer Improvements)

State of Tennessee

County of Wilson

This Temporary License Agreement (this “Agreement”) is made to be effective as of _____, 2025, between Mira Bella LLC, a Tennessee limited liability company (“Licensee”) and the City of Mt. Juliet, a Tennessee municipal government (the “City”), with reference to the following facts:

- A. Licensee and the City have executed a certain Sewer Availability Letter (the “SAL”), under which Licensee is developing portions of property (the “Development Property”) along Beckwith Road that is inside the City’s Urban Growth Boundary.
- B. In connection with the SAL, Licensee must build sanitary sewer (the “Construction”) from Curd Road to Beckwith Road a portion of which will be within a public easement owned by the City (the “Subject Easement”) as described in the attached plats (“Easement Plats”) as shown in Exhibit A.
- C. To build or install the Construction, the City intends to grant Licensee a license to do so as described in the construction plans (the “Plans”) as shown in Exhibit B and as amended throughout the construction and development plan approval process.
- D. After completion, the Construction will be dedicated to the City, which will enable to the City to provide sanitary sewer services within its Urban Growth Boundary as required by Tenn. Code Ann. § 6-58-101 *et. seq.*

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

- 1. Grant of License. The City grants Licensee a license to build the Construction in the Subject Easement for the benefit of the public, economic development, and the Development Property, subject to approval of all required reviews, plans, permits, and any other processes necessary or required for the construction of said sanitary sewer system.

2. Purpose. The License granted hereby to use the Subject Easement is intended to include, without limitation, the installation, repair, maintenance and removal of improvements as reasonably contemplated by the SAL.
3. Successors and Assigns. This Agreement, until its termination or expiration, will automatically:
 - a. inure to the benefit of the City, its successors and/or assigns,
 - b. run with the land (i.e., burden the Subject Easement through any transfers of the Subject Easement and the property it encumbers), and
 - c. inure to the benefit of the Licensee and its successors and assigns, it being understood that Licensee may over time assign all of its rights and obligations under this Agreement to an entity that may undertake the Construction.
4. Construction and Maintenance Special Consideration. As special consideration for the City's grant of the License, the Licensee shall maintain the Construction and the area within the Subject Easement in good condition and repair, and including without limitation providing vegetation and trash management, silt and debris removal, maintaining operational functionality and structural integrity Construction. Licensee will restore the area of Construction to the same condition as before the Construction.
5. Term. This Agreement begins on the effective date hereof and continues thereafter for so long as the Licensee plans to undertake Construction in Subject Easement.
6. Limits on License. The existence of this Agreement is expressly subordinate to the present and future right of the City, its successor, assigns, lessees, and grantees, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities on, beneath, or above the surface of the Subject Easement. If the City's uses of the Subject Easement that are consistent with the foregoing provision substantially interfere with or destroy the Licensee's use of the Construction, or any improvements placed thereon or therein, then the City or the Licensee will have the option to terminate the License as to such specific Construction, the City may remove the affected Construction at its cost and Licensee's maintenance and indemnity obligations as to the specific portion of the Subject Easement will terminate.
7. Conditions.
 - a. Repair or Relocate Existing Facilities. The Licensee must pay all costs required to repair damage to any existing improvements, which are damaged or destroyed or are relocated as a result of the activities under this Agreement by, or on behalf of, the Licensee.
 - b. Limited to Sewer Easement. This Agreement pertains solely to the sewer easement depicted in Exhibit A. The City shall have no obligation to acquire or

provide any temporary construction easements in connection with the Construction.

- c. Recording. The Licensee will file this Agreement in the Real Property Records of Wilson County to inform all future owners of the existence of the Agreement and the obligations hereunder. The Licensee must file any assignments and assumption of its rights in the Real Property Records of Wilson City.
 - d. Not Deemed as Project Approval. Execution of this Agreement shall not be deemed or construed as approval of any other required plans (including, without limitation, preliminary master development plan, final master development plan, preliminary plat, final plat, or site plans), permits, or applications required by the City in connection with the Development Property.
 - e. Notice Prior to Construction. Licensee shall provide written notice no less than three (3) business days prior to commencement of any Construction activities. Such notice shall include the anticipated start date of the Construction. In addition to any other notice requirements set forth in this Agreement, a copy of said notice shall also be delivered to the City's Director of Utilities at tforkum@mtjulietn.gov.
8. Indemnification and Defense. The Licensee agrees to defend, indemnify, and hold harmless the City and its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any character arising out of or resulting from any third-party claims related to the Construction or use of the Subject Easement. The Indemnifying Party's obligations under this section shall survive termination of this Agreement.

In addition, Licensee shall require that any contractor of Licensee that performs any work in connection with the Construction, including installation, maintenance, or operation of the sewer improvements, shall indemnify and hold harmless the City and its officers, directors, employees, agents, and representatives from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) of any character arising from the contractor's acts or omissions related to the Construction.

9. Insurance.
- a. Certificates of Insurance. The Licensee shall provide certificates of insurance acceptable to the City evidencing compliance with the requirements in this section at the following times: (1) prior to commencement of the work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the City's written request.
 - b. Additional Insured. The certificates shall name the City as an additional insured on the Licensee's commercial general liability and excess or umbrella policy or

policies for claims arising out of the Developer's, contractor's, and/or subcontractor's operations or made by the Developer's, contractor's, and/or subcontractor's employees, agents, guests, customers, invitees, or subcontractors. The Developer's general liability insurance and additional insured coverage shall be primary and non-contributory to any of the City's general liability insurance policies.

- c. Contractors and Subcontractors. Licensee shall be required to verify that all contractors and subcontractors maintain general liability insurance, workers' compensation insurance, and automobile liability insurance.
 - d. No Waiver of Subrogation. The City does not waive any rights of recovery against the Licensee, contractors, or subcontractors for any damages.
 - e. Workers' Compensation. Licensee shall comply with all applicable workers' compensation laws and other employee benefit laws and furnish to the City certificates indicating the name of the insurance companies, upon request.
 - f. Required Insurance Coverage. Licensee shall purchase and maintain general liability insurance from an insurance company lawfully authorized in the jurisdiction where the project is located. Licensee shall maintain the required insurance for the duration of the project. The coverage shall have minimum policy limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - g. Notice. The policy shall require a minimum of thirty (30) days written notice to the City prior to cancellation or changes.
10. Venue. Venue for any legal or other disputes arising under the terms of this Agreement shall lie exclusively in the courts of Wilson County, Tennessee.
11. Waiver of Default. Either Party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.
12. Assignment. Notwithstanding anything to the contrary contained herein, Licensee cannot assign or transfer its rights herein, except as provided herein. Any assignment may be a partial assignment or a full and complete assignment of Licensee's rights and responsibilities hereunder. Except in the case of a financial institution, the License shall not be transferred, conveyed, or assigned to another party without prior written approval from the City, which shall not be unreasonably withheld.
13. Termination. The City may terminate this License as provided herein or upon the expiration of Licensee's vested rights with respect to the Development Property or upon completion of the Construction, whichever occurs first.

14. Notice. Formal notices, demands and communications will be sufficiently given if, and will not be deemed given unless, delivered personally, dispatched by certified mail, postage prepaid, return receipt requested, or sent by a nationally recognized express delivery or overnight courier service, to the office of the parties shown as follows, or such other address as the parties may designate in writing from time to time:

If to the City:

City of Mt. Juliet
Attn: Kenny Martin, City Manager
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
kmartin@mtjuliet-tn.gov

With copy to:

City of Mt. Juliet
Attn: Samantha Burnett, City Attorney
2425 N. Mt. Juliet Rd.
Mt. Juliet, TN 37122
sburnett@mtjuliet-tn.gov

If to Licensee:

Emily Lamb
1221 Broadway, Suite 2030
Nashville, TN 37203
elamb@winstead.com

Such written notices, demands, and communications will be effective on the date shown on the delivery record as the date delivered (or the date on which delivery was refused) or in the case of certified mail two (2) business days following deposit of such instrument in the United States Mail. A courtesy email shall also be sent with the notice. But such courtesy email shall not constitute notice.

15. Compliance with Laws. The Licensee covenants that all construction, installation, repair, maintenance, and removal of the Construction permitted by this Agreement must be done in compliance with all applicable City, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.
16. Interpretation. Although drafted by the Licensee, this Agreement must, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against either party.
17. Governing Law. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Tennessee.

18. No Fee Conveyance. This Agreement will not be deemed to convey any fee title in or to any property or tracts of land, but merely to grant the licenses, rights and privileges set for herein.
19. Counterparts. This Agreement may be executed in several counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument.
20. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon straight compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof.
21. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and for all purposes will be deemed to be, a single integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties with respect to the subject matter hereof. If any term or provisions of this Agreement or the application thereof to any person or circumstance for any reason and to any extent is held to be invalid or unenforceable, then such term or provision will be ignored, and to the maximum extent possible, this Agreement will continue in full force and effect, but without giving effect to such term or provision.
22. Limitation of Liability. No affiliate of Licensee and no officer, director, partner, member, official or employee of Licensee shall be personally liable to the City in the event of any default or breach by Licensee, or for any amount which may become due to the City, or on any obligations under the terms of this Agreement.

[END OF TEXT – SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGES]

[SIGNATURE PAGE FOR "LICENSING AND INDEMNITY AGREEMENT (PUBLIC
SEWER IMPROVEMENTS) BETWEEN MIRA BELLA, LLC AND
THE CITY OF MT. JULIET]

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

LICENSEE: MIRA BELLA, LLC

Kyle Allen, _____

CITY

James Maness, Mayor

APPROVED AS TO FORM:

Samantha A. Burnett, City Attorney