

Amendment and Restatement Agreement For Grant of Easement

For Conservation Greenway

NERR25039

This AGREEMENT made and entered into this the 11th day of August 2025, by and among the City of Mt. Juliet, Tennessee, (herein referred to as “Mt. Juliet”), property leaseholder R. J. Corman Railroad Company/Nashville & Eastern Railroad Line, (herein referred to as “Grantor”), and property owner Nashville & Eastern Rail Authority, (herein referred to as “Owner”).

Whereas, Mt. Juliet recognizes the increasing benefit of protecting open spaces within the Mt. Juliet Government area; and

Whereas, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

Whereas, Mt. Juliet, by Ordinance No. 2006-33 renamed its Parks Board the “Parks and Greenways Board” and gave it the responsibilities of a Greenways Commission to assist Mt. Juliet in the development of a system of open space greenways; and

Whereas, Grantor is the leaseholder of certain real property owned by Owner in Wilson County, Tennessee, (herein referred to as “the Property”); and

Whereas, the Property possesses natural, open space, and recreational values (collectively, “conservation values”) of great importance to Grantor and the people of Mt. Juliet and Wilson County; and

Whereas, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Mt. Juliet greenways system; and

Whereas, Owner intends to convey to Mt. Juliet an easement interest to preserve and protect the conservation values of the Property for the term of the easement.

Whereas, Mt. Juliet has the authority to accept this easement pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Tennessee Code Annotated, Section 6-19-101, which is part of the Mt. Juliet City Charter; and

Whereas Mt. Juliet agrees by accepting this easement to honor the intentions of Grantor stated herein, and to preserve and protect, for so long as this conveyance is in force, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Owner hereby voluntarily grants and conveys to Mt. Juliet, its successors and assigns, an easement over the Property controlled by Grantor (herein referred to as “the Easement”) to be located as more particularly shown on Exhibit A.

1. Purpose and Term. Subject to the rights reserved by Owner and Grantor, it is the purpose of this grant to allow Mt. Juliet to utilize the Easement area, as more particularly described in Exhibit A, attached hereto, and incorporated herein by this reference, for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. It is the

intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the Grantor's use of the Property. Grantor intends that Mt. Juliet will confine the use of the Property to such activities as are consistent with the purpose of the Easement. This Easement shall expire forty (40) years from the date of its execution by all parties.

2. Rights of Mt. Juliet. To accomplish the purpose of the Easement, the following rights are conveyed to Mt. Juliet by this grant:
  - A. To preserve and protect the conservation values of the Property; and
  - B. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Mt. Juliet, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and
  - C. To prevent any activity on or use of the Property by third parties that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any third party's inconsistent activity or use.
3. Mt. Juliet Covenants. Mt. Juliet, by accepting this Easement, covenants and agrees, on behalf of itself, its successors, and assigns, that the following shall constitute real covenants that shall attach to and run with the Easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:
  - A. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.
  - B. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:
    - i. That the hours of public access to the Easement shall be from sunrise to sunset.
    - ii. That all persons utilizing the Easement area must remain on the pathway.
    - iii. That all pets on the pathway must be on a leash at all times.
    - iv. That the following activities shall be strictly prohibited:
      - a. Consumption or possession of alcoholic beverages or illegal drugs;
      - b. Horseback riding;
      - c. Unauthorized motor vehicles, including all-terrain vehicles;
      - d. Collecting or distributing plants, animals, or other natural features;
      - e. Littering or dumping;
      - f. Playing of radios, musical instruments, or other devices in a manner that might disturb others;
      - g. Vending or other concessions without proper permits;
      - h. Advertising or posting of bills;

- i. Trespassing on adjacent property of Grantor;
- j. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

C. Mt. Juliet, at its sole cost and expense, shall relocate, or adjust its use of the Easement, as required by any physical change as made at any time in the Grantor's Property, by Grantor for Railroad purposes, or imposed by third parties and Mt. Juliet assumes all liability for any damages due to such relocation or adjustments.

4. Reserved Rights. Grantor reserves to itself, and to its personal representatives, successors, and assigns, all rights accruing from their lease of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property. Further, Grantor reserves the right to utilize the subject property for its own purposes, including, but not limited to, the right to install railroad track and appurtenances; to place along, across, and over the subject property facilities and structures, roads, electric and power lines, telecommunications lines, water lines, sewer lines, gas lines, petroleum lines, spur lines, and any all other utilities which may be desired; provided that, if Grantor uses the easement area for its own purposes in a manner that impairs or impedes the continued use of any of the Easement area as a Greenway Trail and, causes Mt. Juliet to relocate or close any portion of the trail, the Grantor shall either credit against any amount owed by Mt. Juliet or reimburse Mt. Juliet if all consideration has been paid in an amount that is equal to the ratio of the pro rata value that the closed or relocated easement area bears to the value of total easement area based on the Considerations described in Paragraph 8. Grantor shall have the right to repair or maintain its property and shall not be liable to Mt. Juliet for any use which may interfere with the granted Easement which is necessitated by the use, maintenance, or repair of Grantor's property; provided that, said maintenance or repair causes only temporary relocation or closure of the trail. Grantor also reserves all rights it may have to enforce the terms of this agreement, whether at law or in equity.
5. Mt. Juliet Remedies. If Mt. Juliet determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Mt. Juliet shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Mt. Juliet or, under circumstances where the violation cannot be reasonably cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Mt. Juliet may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction.
6. Mt. Juliet Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Mt. Juliet, and any forbearance by Mt. Juliet to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Mt. Juliet of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Mt. Juliet's rights under this Agreement. No delay or omission by Mt. Juliet's in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7. Fencing and Costs. In undertaking the Greenway/Walking Path Project, Mt. Juliet shall:
- A. Erect and maintain a positive barrier. Where feasible, said barrier shall be located at least twenty (20) feet from the outside edge of the ties of the Grantors' trackage, or less if pre-approved by the Grantor.
  - B. Retain existing mature trees, to the extent possible, on the demised premises.
  - C. Erect appropriate signage at crossings, and other appropriate locations, to alert the public of safety related issues, and prohibiting trespassing on Grantor's property, outside of the demised easement area.
  - D. Where possible, restrict the location of the Project to the outermost ten (10) feet of Grantor's rail right of way.
  - E. Assumes all responsibility associated with public relations and processing citizen complaints.
8. Consideration. Mt. Juliet shall pay Grantor the sum of Five Thousand Three Hundred and Two Dollars (\$5,302.00) as consideration for this easement to be paid upon the execution of this Agreement.
9. Maintenance and Improvements. Any improvements made upon the demised premises, including, but not limited to, the positive barrier referenced in Paragraph 7 must first be approved by the Grantor. Mt. Juliet shall construct and/or maintain all improvements upon said premises, in a good, substantial, and workmanlike manner, and shall comply with any and all applicable building or construction codes. Mt. Juliet shall provide Grantor with plans and specifications for any new structures, items, or construction (including the positive barrier noted above), which are to be placed on the demised premises, prior to beginning of construction. Mt. Juliet further agrees to keep said demised premises in good condition (properly mowed where applicable) during the term of this lease. In addition, Mt. Juliet shall provide "aesthetic" maintenance, including mowing, brush cutting, etc., within that portion of the Grantor's right of way which is more than twenty-five feet from the Railroad track's center line, from Mt. Juliet Commuter Rail Station west to the Davidson County line, and shall handle all complaints relating thereto. Any outside contractors working upon the demised premises shall maintain Railroad Protective Insurance, with the Grantor named as additional insured.
10. Insurance. Mt. Juliet is covered by Tennessee Municipal League. A copy of the policy in effect shall be provided to Grantor. The liability policy shall name the Nashville and Eastern Railroad Authority and R. J. Corman Railroad Company/Nashville & Eastern Railroad Line as additional insureds. Notwithstanding any other provisions herein contained, it is further understood that the leased land is in close proximity to Grantor's trackage, and so involves the possibility of hazard to persons and property on the Easement area resulting from Grantor's operations. Any Contractor doing work within the easement area shall have such work approved by the Grantor before such work begins, shall comply with Railroad rules and regulations, and also have a standard policy of Railroad Protective Insurance which protects the Grantor from any and all liability that may arise from Contractor's work on the premises.
11. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Mt. Juliet to bring any action against Grantor for any injury to or change in the Property

resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any action taken by Grantor to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Further, Grantor shall have no liability to Mt. Juliet for or responsibility to repair damage to the Easement area resulting from Grantor's unintentional and non-negligent acts.

12. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current leaseholder or the Property, and Mt. Juliet are free to jointly amend this Agreement; provided that any amendment agreed to shall be in writing, and signed by all interested parties; shall be consistent with the purpose of the Easement; shall not affect its duration; (and shall have the consent of the Mt. Juliet City Commission).
13. Assignment. Further, this Easement is not transferable or assignable without the Grantor's written consent, which shall not be unreasonably withheld.
14. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Mt. Juliet of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.
15. General Provisions.
  - A. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.
  - B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall liberally construed in favor of the grant to affect the purpose of the Easement and the policy and purpose of Tenn. Code Ann 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
  - C. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions in this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.
  - D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Paragraph 12.

16. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.

TO HAVE AND TO HOLD said Easement unto Mt. Juliet, its successors, and assigns, for the prescribed term.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this \_\_\_\_\_ day of July 2025.

GRANTOR:

R. J. Corman Railroad Company/Nashville &  
Eastern Railroad Line

ACCEPTED:

City of Mt. Juliet

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

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

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

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

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

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

OWNER:

Nashville & Eastern Railroad Authority

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

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

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

## EXHIBIT A

The unused portion of Railroad right of way from Railroad Mile Post 17.4 to Railroad Mile Post 17.75, a total of 1,205 feet in Mt. Juliet, TN and running parallel with the Railroad's trackage a minimum of 32 ½ feet from the outside edge of the ties of the Railroad's trackage, or less, if pre-approved by the Railroad.

