

**Prepared by and when recorded
return to:**

Richard F. Warren, Jr., Esq.
Bradley
1221 Broadway, Suite 2400
Nashville, Tennessee 37203

**License Agreement
Between
The Regional Transportation Authority of Middle Tennessee
and
The City of Mt. Juliet, Tennessee**

This License Agreement ("License") is made and entered into as of the ___ day of March, 2026 by and between and the Regional Transportation Authority of Middle Tennessee ("RTA"), located at 430 Myatt Drive, Nashville, Tennessee 37115 and the City of Mt. Juliet, Tennessee ("Licensee"), located at 2425 N. Mt. Juliet, Tennessee 37122.

WHEREAS, the RTA is the owner of certain property located at the intersection of North Mt. Juliet Road and East Division Street in the city of Mt. Juliet in Wilson County, Tennessee, containing approximately 0.77 acres as outlined in red on Exhibit A attached hereto (the "Property") on which the RTA currently maintains a train station.

WHEREAS, Licensee desires to obtain a license to use the remaining open space (the "Open Space"):on the Property for the uses set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose.

The RTA does hereby grant to Licensee, its successors and assigns, a license of the Open Space for purposes of hosting unique park events such as music on the lawn. IF Licensee desires to construct improvements in the Open Space such as a gazebo, park benches and/or a small playground, it shall request permission from RTA in writing (see Exhibit B **which includes the pavilion already requested by Licensee and approved by RTA**). If such permission is granted, it shall be subject to such modifications and restrictions as RTA may impose. RTA shall continue to have full use of the Open Space.

2. Construction and Maintenance.

- a. All construction contemplated by this License Agreement shall be at the sole expense of Licensee and shall conform to plans to be submitted to RTA by Licensee

for approval. Any proposed change in such plans shall also be submitted to RTA in advance for approval. All construction shall comply with codes and all other applicable laws including without limitation the Americans with Disabilities Act.

- b. Licensee agrees to use care and not recklessly or negligently damage RTA property.
- c. Licensee agrees to contact RTA within twenty-four (24) hours should any such property damage occur as a result of Licensee's use of the license.
- d. Licensee agrees that the RTA shall not be responsible for damage to property of Licensee's employees or invitees utilizing the RTA license.
- e. Licensee shall be responsible for keeping the license area in a state of good repair. Notwithstanding the foregoing, if said license area becomes in a state of disrepair or in need of maintenance due to use by Licensee, RTA shall notify Licensee in writing of such condition, and Licensee shall restore the licensed property to its original quality and condition, normal wear and tear expected, at Licensee's sole cost and expense within thirty (30) days after receipt of written notice or within such longer period of time as may be required to complete the repair provided that Licensee commences the repair within such thirty (30) day period and diligently pursues the repair to completion.
- f. RTA will provide routine maintenance to the Property as it deems appropriate and Licensee agrees that its use of the licensed area may be temporarily denied while such maintenance activities are in progress. RTA will advise Licensee in advance of any such activity that will limit Licensee's access to the Open Space.

3. Reasonable enjoyment and inspection.

- a. The RTA and its representatives, employees, agents, or independent contractors may enter and inspect the license area at any time to verify Licensee's compliance with the terms and conditions of this agreement.
- b. Licensee's use of the license shall not interfere with or disrupt the normal daily business operations of the RTA which shall continue to use the Open Space.

4. Costs. Licensee shall be responsible for any and all costs associated with the utilization of the license. Prior to commencing any changes in the licensed area, Licensee shall provide a description and associated drawings to RTA for review and approval prior to Licensee's implementation of any improvements within the Driveway Area. Any costs associated with design, permitting, or construction of improvements within the licensed area shall be at the expense of Licensee.

5. Duration. The term of the license use granted herein shall be perpetual, provided, however, that RTA, its successors and assigns shall have the unilateral right to place additional limitation on Licensee's use of the Open Space. If the RTA determines in its sole discretion that activities conducted by Licensee interfere with the operation of the train station or that

subsequent development of the property is necessary, then RTA may terminate this License and Licensee shall have no further rights in connection therewith.

6. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or by Federal Express, Airborne Express, or similar overnight delivery service, addressed as follows:

RTA:

Regional Transportation Authority of Middle Tennessee
Attention: Chief Executive Officer
430 Myatt Drive
Nashville, Tennessee 37115

Licensee:

City of Mt. Juliet
Attention: City Manager
2425 N. Mt. Juliet Road
Mt. Juliet, Tennessee 37122

7. **Compliance with Law.** RTA and Licensee, in exercising the privileges granted in this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations.
8. **Assignment.** Any proposed assignment of this License will require the consent of RTA, which shall not be unreasonably withheld.
9. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.
10. **Counterparts.** This agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the Amendment is executed as of the dates written below.

City of Mt. Juliet, TN

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of the City of Mt. Juliet, TN., the within named bargainor, and that he/she as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself/herself as such _____.

WITNESS my hand and seal at office in _____, Tennessee, this the _____ day of _____, 2026.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A



EXHIBIT B

