

**PIPELINE CROSSING LICENSE AGREEMENT
RJNE2021023**

THIS LICENSE AGREEMENT, made and effective as of August 17, 2021, by and between R. J. CORMAN RAILROAD COMPANY/NASHVILLE & EASTERN RAILROAD LINE, whose mailing address is 101 R. J. Corman Drive, P.O. Box 788, Nicholasville, KY 40340, hereinafter called "Licensor", and METRO WATER SERVICES, whose mailing address is 1600 2nd Ave. N., Nashville, TN 37208 hereinafter called "Licensee",

WITNESSETH:

WHEREAS, Licensee desires to construct and maintain a certain pipeline or duct work, for the transmission of domestic water, hereinafter called Pipeline, under or over the track(s) and property owned or controlled by Licensor at or near City of Nashville, County of Davidson, State of Tennessee, at a point measured from the center line of Licensor's main track approximately 50 feet northeast, from Licensor's Milepost 11.50, hereinafter called the "CROSSING"; as shown on print of Licensee's drawings attached hereto, and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Licensee's application forms dated 7/20/2021, also attached hereto and made a part hereof:

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms, and agreements herein contained, the parties hereto agree, and covenant as follows:

1. LICENSE:

1.1 Licensor, insofar as it has the legal right, power, and authority to do so, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Crossing for any and all purposes.

(B) All encumbrance, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained.

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter, or change said Pipeline at the Crossing above for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, includes pipes, ducts, casings, vents, manholes, connectors, fixtures, appliances, and ancillary facilities devoted exclusively to the transmission usage above.

1.3 No additional pipeline or other facilities shall be placed, allowed, or maintained by Licensee in, upon or along the Crossing except upon separate prior written consent of Licensor.

2. LICENSE FEE, TERM:

2.1 Licensee shall pay to Licensor a **one-time license fee of \$17,081.95**, payable in advance. This license shall remain in effect unless terminated subject to Section 18.

2.2 Intentionally left blank.

2.3 Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fee of five hundred dollars (\$500.00) for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.4 In any term, Licensee shall be responsible for any additional taxes and/or assessments levied against Licensor or Licensor's property, on account of Pipeline or Crossing.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee, at its sole cost and expense, shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard (s) or regulation(s) of Licensor, Licensee's particular industry, A.R.E.M.A., or any governmental or regulatory body having jurisdiction over the Crossing or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with designs and specifications furnished to and approved by Licensor, and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and execution of rights hereunder shall be undertaken at time(s) satisfactory to Licensor and in a manner so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. In the event such consent is extended, a representative will be assigned by Licensor to monitor blasting and protect Licensor's interests, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said representative.

3.5 Any repairs or maintenance to Pipeline which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than ten (10) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee. Licensor shall invoice Licensee for the cost of said repairs which shall be paid within 30 days.

3.7 Licensee hereby agrees to reimburse Licensor any loss, cost, or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to Pipeline whether or not said repairs or maintenance result from acts of Licensee, natural or weather events or otherwise.

3.8 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given, or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use by Licensee of the Crossing for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permits or licenses from any federal, state, or local public authorities having jurisdiction over the Crossing or its intended use, and shall thereafter observe and comply with the requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

4.2 Licensor shall bear no liability for Licensee's failure to obtain such permits or licenses, any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) Erect, maintain and periodically verify the accuracy of above ground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or other facilities; and

(B) Support track and roadbed of Licensor, in a manner satisfactory to Licensor.

5.2 After construction of Pipeline, Licensee shall restore said track(s), roadbed, and other disturbed property of Licensor, and shall leave same in a condition satisfactory to Licensor. Licensee shall backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor and shall either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may direct.

6. TRACK CHANGES:

6.1 In the event that Licensor's ongoing operating needs and/or maintenance result in the future raising or lowering of Licensor's tracks, or in the event future use by Licensor of right-of-way and property (including any relocation of, changes in or additions to Licensor's track(s) or other facilities) necessitate any change of location, height or depth of Pipeline or Crossing, Licensee, at its sole cost and expense and within twenty (20) days after notice in writing from Licensor, shall make changes in Pipeline or Crossing to accommodate Licensor. Any additional costs or expenses incurred by Licensor to accommodate the use of Licensor's property by Licensee shall also be paid by Licensee.

6.2 Licensee agrees to periodically monitor and verify the depth or height of Pipeline and Crossing. Should relocation or change be necessary to comply with the minimum clearance requirements of this Agreement, these changes shall be made at the Licensee's sole cost and expense.

7. PIPE CHANGES:

7.1 If Licensee undertakes to revise, renew, relocate, or change in any manner whatsoever all or any part of Pipeline (including any changes in circumference, diameter, or radius of pipe or change in materials transmitted in and through said pipe), plans therefor shall be submitted to Licensor and the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 If the operation, existence or maintenance of said Pipeline causes: (a) interference with Licensor's communication, signal or other wires, train control system, or facilities; or (b) interference in any manner with the operation, maintenance or use by Licensor of its right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event, Licensor, shall serve written notice of such interference upon Licensee. Upon receipt of written notice from Licensor, of any such interference, Licensee shall investigate the cause of the interference and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Pipeline as may be required in the judgment of Licensor to eliminate all such interference. Should the parties disagree on the cause of the interference, a neutral, third party consultant may be retained to evaluate the cause of the interference.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance, or adjustments to Pipeline, which repairs, maintenance or adjustments Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. LIABILITY, INDEMNITY:

With respect to the liabilities of the parties, it is hereby agreed that:

9.1 To the extent permitted under applicable Tennessee law, Licensee hereby assumes, and shall at all times hereafter release, indemnify, defend and save Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, presence, existence, repair, maintenance, replacement, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensor. However, during any period of actual construction, repair, maintenance, replacement, or removal of the Pipeline when equipment, agents or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any sole fault or negligence of Licensor.

9.2 Use of Licensor's property involves certain risks of loss of damage as a result of Licensor's rail operations. Notwithstanding Section 9.1, Licensee hereby assumes all risk of loss and damage to Licensee's Pipeline which may result from fire or derailment resulting from Licensor's rail operations, and to the extent permitted under applicable Tennessee law, Licensee hereby agrees to defend, protect, save harmless and indemnify Licensor from all claims of third parties for any loss of or damage to property of said third parties situated or placed upon Licensor's property by Licensee or by such third parties at request of or for benefit of Licensee, resulting from fire or derailment.

9.3 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead

Pipeline or the required depth and encasement for any underground Pipeline, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.4 To the extent permitted under applicable Tennessee law, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Crossing area, arising from or in connection with the use of this Crossing or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline: (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof: and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Pipeline leakage.

9.5 All obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to officers, agents and employees of Licensor, and to companies and other legal entities that control or are controlled by or subsidiaries of or are affiliated with Licensor, and their respective, officers, agents, and employees.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation, or occupation of Premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of Public Liability Insurance or Commercial General Liability Insurance, and covering liability assumed by Licensee under this Agreement and naming Licensor as an additional insured. A coverage limit of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit per occurrence for bodily injury liability and property damage liability is required and TWO MILLION DOLLARS (\$2,000,000.) is recommended as a prudent limit to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days notice to Licensor prior to cancellation or modification of any policy. Certificate of insurance should reference Agreement number and should be mailed each successive year to the address listed above.

10.2 If said policy does not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said policy is written on a "claims made" basis instead of an "occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor may at any time request evidence of insurance purchased by Licensee to comply with this requirement and may demand that Licensee purchase insurance deemed adequate by Licensor. Failure of Licensee to comply with Licensor's demand shall be considered a default, subject to Article 18.

10.4 Securing by Licensee of insurance hereunder shall not limit Licensee's liability under this Agreement but shall be additional security therefor.

10.5 Licensee, its agents, or contractors, shall procure, and shall maintain during the construction phase of this agreement, at its sole cost and expense, a policy of Railroad Protective Liability Insurance, naming Licensor as insured with limits of TWO MILLION DOLLARS (\$2,000,000.) per occurrence and/or aggregate limit of SIX MILLION DOLLARS (\$6,000,000.).

10.6 Notwithstanding the provisions of Sections 10.1, 10.2 and 10.5, Licensee, pursuant to State statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over track(s) of Licensor.

12. FLAGGING:

12.1 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors, or supervisors for protection of operations of Licensor or others on Licensor's property at the Crossing, Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

13. LICENSOR'S COSTS:

13.1 Licensor's expense for wages and material for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor.

13.2 Such expense shall include, but not be limited to, cost of railroad labor, cost of supervision, traveling expenses, and insurance and freight and handling charges on all material used. Any equipment rentals shall be payable by Licensee in accordance with Licensor's fixed applicable rate.

14. TERMINATION, REMOVAL:

14.1 On or before the termination of this Agreement, Licensee, at its sole risk and expense, shall remove Pipeline from the Property of Licensor, unless the parties hereto agree otherwise, and shall restore Property of Licensor in a manner satisfactory to Licensor, and reimburse Licensor all loss, cost or expense Licensor may suffer resulting from removal. If Pipeline is not removed within thirty (30) days of termination, Licensor may remove said Pipeline at Licensee's expense.

14.2 All rights which Licensee may have hereunder shall cease and end upon the date of expiration of term: provided, however, that termination of this Agreement shall not affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied.

15. NOTICE:

15.1 Licensee shall give Licensor at least five (5) days written notice before doing any work of any character hereunder on Licensor's property, except that in cases of emergency shorter notice may be given.

15.2 All notices and communications concerning this Agreement shall be addressed to Licensee, at the address previously shown and to Licensor, at the address previously shown, or at such other address as either party may designate, in writing, to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via

Certified or Registered Mail, Return Receipt Requested, and shall be effective upon receipt or refusal of delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein: said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or their change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee or vendee of Licensor's underlying property interests in the Crossing, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublease, or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement at any time by giving Licensee or any such assignee written notice of such revocation; and Licensor may thereupon enter and retake possession of the premises. Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee shall not at any time own or claim any right, title, or interest in or to Licensor's property occupied by Licensee's Pipeline, nor shall the exercise of this Agreement for any length of time give rise to any right title or interest in License to said property other than the license herein created.

18. DEFAULT BY LICENSEE:

18.1 The proper and complete performance of each and every of the covenants of this license shall be deemed of the essence of this Agreement, and in the event Licensee shall fail or refuse to fully and completely perform any or all of said covenants or remedy any breach within thirty (30) days after receiving a written notice from Licensor to do so, Licensor shall have the option of terminating this Agreement, regardless of license fee(s) having been paid in advance for any annual or other period, and revoking the privileges and powers hereby conferred upon Licensee.

19. BREACH, WAIVER:

19.1 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Crossing, nor any approval given, or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

20. ENTIRETY, EXCLUSIVITY:

20.1 This Agreement contains the entire understanding between the parties hereto.

20.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate, or be construed as being for the benefit of any thirdperson.

21. FORM, LAW FORUM:

21.1 The form or any language of this Agreement shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

21.2 This agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance, or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant, or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

21.3 This Agreement shall be construed and governed by the laws of the state in which the Pipeline is located.

22. RIDERS:

The following Rider(s) is/are herewith attached and included herein:

- None
- Open-cut or tunneling construction limits
- Flammable or combustible product limits
- Pipe pressure limits
- Telecommunication cable or fiber optic line
- Public highway or municipal occupancy rider
- Hazard material transmission
- Other:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date and year first above written.

Witness for Licensor:

R. J. CORMAN RAILROAD COMPANY/NASHVILLE &
EASTERN RAILROAD LINE

By: _____

Print Name: Deborah J. Hawley

Print Title: Director- Real Estate & Contracts

Witness for Licensee:

METRO WATER SERVICES

DocuSigned by:
By: Scott Potter

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Print Name: Scott Potter

Print Title: Director, Water and Sewerage Services

License Agreement #RJNE2021023

R. J. CORMAN RAILROAD COMPANY**APPLICATION FOR PIPE LINE CROSSING UNDER/OVER RAILROAD PROPERTY AND/OR TRACK**

Plans for proposed installation shall be submitted to and meet the approval of the Railroad Company before construction. Material and installation are to be in strict accordance with specifications of National Electrical Safety Code, current edition, AREMA and requirements of R.J. Corman Railroad Company. See page two of this application for items that must accompany this application form and insurance information. **Each separate occupation on Railroad property should have a separate application.**

All occupancies should be designed and constructed so that rail operations and facilities are not interfered with, interrupted, or endangered. In addition, proposed facilities should be located to minimize encumbrance to the corridor so that the railroad will have unrestricted use of its corridor for current and future operations.

OWNER OF PIPE LINE (Agreement will be with this party)Complete Legal Name of Applicant (Owner of Pipeline) Metro Water ServicesInvoicing Contact Cyrus Q. Toosi, P.E. Telephone 615.862.4909Email Address cyrus.toosi@nashville.govMailing Address 1600 2nd Ave N., Nashville, TN 37208 **Please check if this agreement should be mailed to this address**Type of Business Entity: Corporation: State _____ Individual Municipality
 Partnership: Type _____ State _____ Other: _____**ENGINEER/PROJECT CONSULTANT**

Company Name _____ Contact Name, Title _____

Telephone _____ Email Address _____

Mailing Address _____

 Please check if this agreement should be mailed to this address**GENERAL PROJECT INFORMATION**This installation is: New Revision to existing in exact location Attachment to existing Upgrade to existingExisting Agreement Number: Existing Agreement No. unknown Type of Agreement: _____ Date: _____*If the existing agreement number cannot be provided, the installation will be treated as "New"*Will this line exclusively serve a patron of the Railroad? No Yes Name: _____**Exact Location of Installation:**State TN County Davidson City/Township Nashville*This installation to be located _____ Feet parallel and within the 100' (direction) of Railroad Mile Post between 11.50 and 11.60*This point must be shown on drawing
RR ROWCan you provide? Latitude 36.189030 Longitude -86.608710 What is your source? latlong.netWithin limits of a Public Right of Way? NO YES: DOT/AAR Crossing# _____Name of road(s) Andrew Jackson Pkwy and Old Lebanon Dirt Rd Length within the Public Right of Way: parallel and within the feet
100' RR ROW**Relationship of Installation to Tracks:**

Crossing: how many? _____ Angle of Crossing _____ °

Total length in Railroad R/W 435 ft Length Crossing _____ Length Paralleling 435 ft Length in Public R/W 1019 ft

*These measurements must be shown on drawing

PROJECT DETAILS & SPECIFICATIONSProduct to be conveyed: domestic water Flammable? Yes NoMaximum Operating Pressure: 110 - 130 PSI Field Test Pressure: _____ PSI Test Type: _____Location of shut-off valves Valve 086-03-011 east of RR near Andrew Jackson

Vents: Number _____ Size _____ Height above ground _____

Seals: Both Ends One End

Depth**: Under tracks, from base of rail to top of casing _____ feet _____ inches
 (minimum depth of 5'5" required for area under tracks)
 Right-of-Way area other than under tracks 5 feet _____ inches
 (minimum ground cover depth of 5' required for area other than under tracks)
 Right-of-Way area in roadway ditches _____ feet _____ inches

****All depths will be assessed according to AREMA specs, and will also consider any Railroad Xing Signal Cables or other facilities that may be present in the specific location of the installation. Depths which comply with AREMA specs may still require adjustment for approval.**

Cathodic Protection: Yes No Protective Coating: Yes No
 Tunneling Liner Plates Required? Yes No Temp. Track Support or Rip-Rapping Required? Yes No
 Explain details of all marked "Yes": _____

Type, size & spacing of insulators and supports: _____

	<u>CARRIER PIPE</u> <u>Ductile Iron</u>	<u>CASING PIPE (required)</u> <u>Ductile Iron</u>
Material	<u>Ductile Iron</u>	<u>Ductile Iron</u>
Material Specifications & Grade	<u>ANSI/AWWA C150/A21.50, Class 350, Grade E Steel</u>	<u>ANSI/AWWA C150/A21.50, Class 350, Grade E Steel</u>
Minimum Yield Strength of Material PSI	<u>42,000 psi</u>	<u>42,000 psi</u>
Mill Test Pressure PSI	<u>350 psi</u>	<u>350 psi</u>
Inside Diameter	<u>6"</u>	<u>12"</u>
Wall Thickness (inches)	<u>0.25"</u>	<u>0.28"</u>
Outside Diameter (inches)	<u>6.90"</u>	<u>13.20"</u>
Type of Seam	<u>None/ Double-Welded</u>	<u>None/ Double-Welded</u>
Type of Joints	<u>Restrained Joint</u>	<u>Restrained Joint</u>
Laying Lengths	<u>20 feet</u>	<u>20 feet</u>

Method of installation (please read below): open cut trench
 Railroad's preferred method of installation under tracks is "Jack & Bore" (boring pits not allowed on RR property). If open cut installation is required, applicant will be billed for cost required for Railroad to resurface tracks. Directional Drilling is considered a variance and additional cost will apply for review.

R.J. Corman requires:
 All pipes under the railroad will be encased.
 All pipes will be at a minimum depth of 5½' from bottom of rail to top of casing pipe.
 All pipes will have a minimum 5' ground cover for areas not under the track.
 Jack & Bore is the preferred method of installation.
 Manholes, catch basins, headwalls shall be located off railroad property.

If application is approved, applicant agrees to reimburse the Railroad for any cost incurred by the Railroad incident to installation, maintenance, and/or supervision necessitated by this installation, and further agrees to assume all liability for accidents or injuries which arise as a result of this installation. Applicant will be required to coordinate with the Railroad Manager to determine a schedule for construction that will not interfere with Railroad Operations.

7-20-21
 Date of Application

[Signature]
 Signature

Please Print or Type: Cyrus Q. Toosi, P.E. Assistant Director/Chief Engineer 615.862.4909 cyrus.toosi@nashville.gov
 Name Title Phone Email

TO COMPLETE YOUR APPLICATION PACKET, PLEASE BE SURE THE FOLLOWING IS INCLUDED:

- Original and one (1) copy of this application form. We suggest keeping one additional copy.
- Two (2) letter size prints of a drawing showing plan, elevation section of crossing from field survey, location in respect to milepost and track, width of Railroad's right of way, location and distances to track and adjacent structures affecting crossing, and bore pits.
- (non-refundable) Application & Engineering Review Fee \$1,500.00 for pipelines with casing pipe under 24 inches.
- Pipelines over 24" will require an additional review fee and a construction oversite fee.
- Projects requesting a variance will require additional review fees and may require a construction oversite fee.

The Railroad Company reviews each project to determine, at its sole discretion, the need for flagman, inspection services or additional review by outside services.

All fees should be payable to:

RJ Corman Railroad Company
Attn: Real Estate Department
P.O. Box 788 / 101 R.J. Corman Drive
Nicholasville, KY 40340

It is important that your request be complete and accurate as possible to prevent delay or rejection. The application processing time greatly depends on the accuracy of information and the detail of drawings provided. Processing time is normally completed within 30 days. If the project requires a variance approval, site assessment or resources outside our company the timeframes will depend on availability of resources.

Once your application is approved you will be provided a permit/agreement and instructions for scheduling.

WHILE YOUR APPLICATION IS UNDER REVIEW, PLEASE PREPARE FOR THE FOLLOWING:

If approved, there will be an annual License fee required. The amount of the fee will be determined upon completion of the application review. Please contact the Real Estate Department if you are interested in making a one-time payment in lieu of annual payments.

INSURANCE

If approved, the following Insurance will be required:

- During the continuance of the Agreement, a policy of **Public or Commercial Liability Insurance**, naming Licensee as insured and covering liability assumed by Licensee and naming Licensor as additional insured. A coverage limit of not less than \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury liability and property damage liability is required. This should also cover contractual liability during periods of survey, installation and maintenance.
- During the construction phase, a policy of **Railroad Protective Liability Insurance** naming R.J. Corman Railroad Company as insured with limits of \$2,000,000.00 per Occurrence and \$6,000,000.00 aggregate. Please note: R.J. Corman's insurance policy does not provide for the option of adding a rider to its policy as a substitute for applicant's purchase of a policy of Railroad Protective Liability Insurance.
- Your RJC Agreement number should be included on your certificate. This agreement number will be assigned with application approval.

A Certificate of Insurance will be required before authorization to begin work will be issued.

NO WORK CAN BEGIN UNTIL YOU RECEIVE A WRITTEN NOTICE TO PROCEED.

Entering any railroad right of way or other railroad property without the written permission of the railroad is trespassing and illegal. Violators will be prosecuted. Trespassing puts you, our employees and the public at risk of serious, even fatal injury.

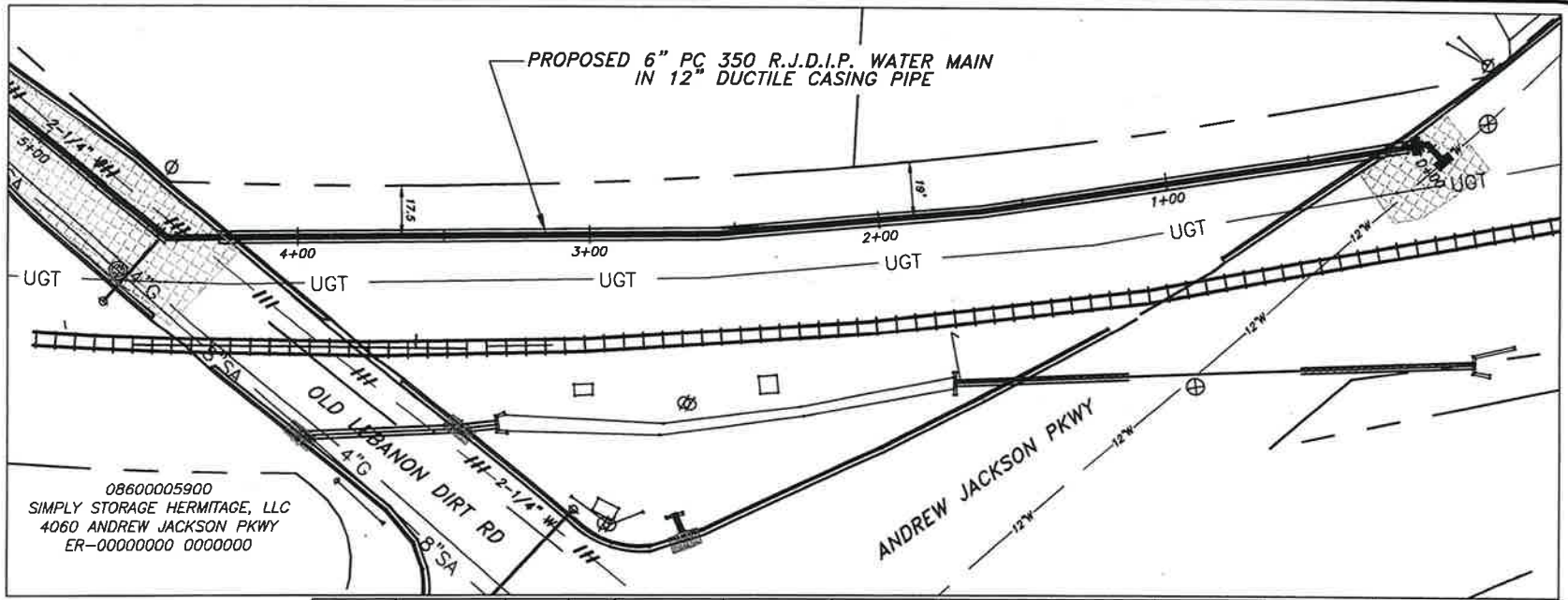
ENTRY PERMITS

Contractor's performing installations will be required to have an Entry Permit.

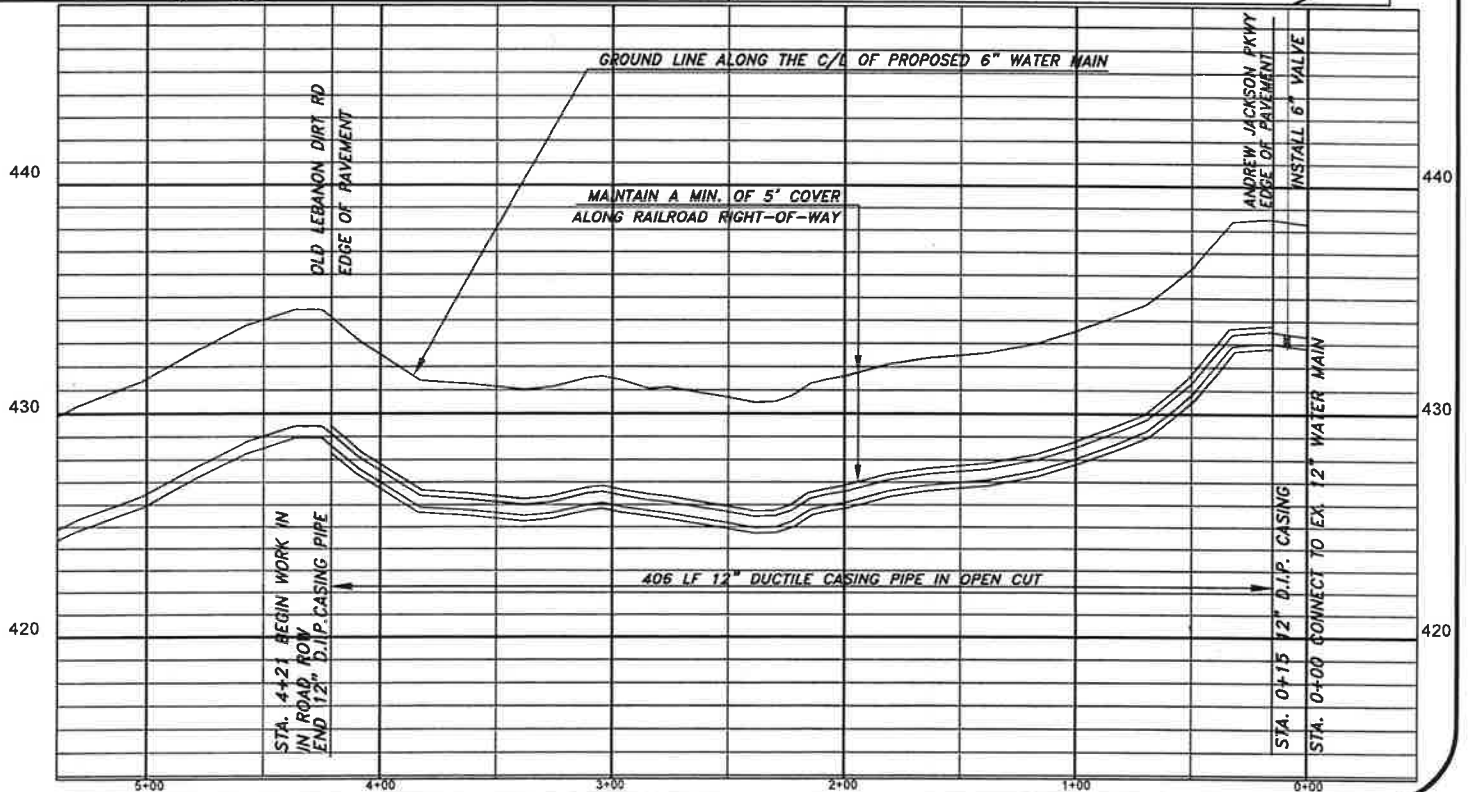
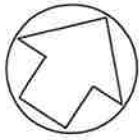
- Permit Application Fee \$500.00.
- Permit Fee \$1,000.00.
- Website: <http://www.ricorman.com/contact/real-estate-services>

FLAGGING

If your project requires a flagger the rate is \$65.00 an hour for an 8 hour day, \$97.50 after 8 hours, and \$130.00 after 10 hours. The need for flagging will be determined by the appointed Railroad representative for your area.



08600005900
 SIMPLY STORAGE HERMITAGE, LLC
 4060 ANDREW JACKSON PKWY
 ER-00000000 0000000



**RAILROAD CROSSING
 OLD LEBANON DIRT RD**
 R.J. CORMAN RAILROAD CO.

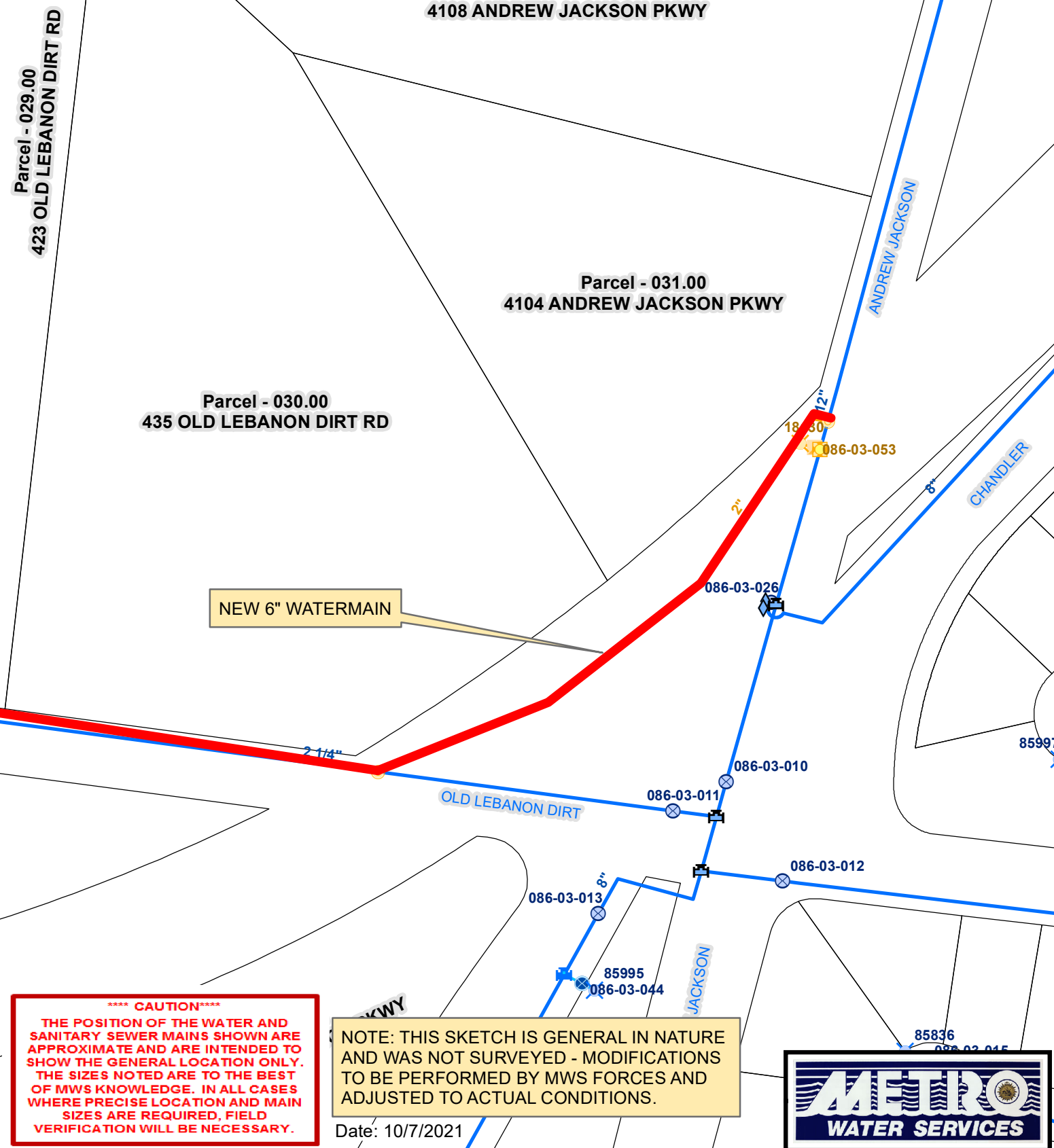
Project No: 21WG0064
 PLAN SCALE: 1"=60'
 PROFILE 1"=10' VERT. 1"=10'
 SHT. 1 of 1
 DRAWN BY: S.A.N. DATE: 07/20/2021

METROPOLITAN GOVERNMENT OF
 DAVIDSON COUNTY & NASHVILLE, TENNESSEE
 DEPARTMENT OF WATER & SEWERAGE SERVICES
 ENGINEERING DIVISION - DESIGN

OLD LEBANON DIRT RD WATER MAIN
MWS Project No: 21WG0064
Council District 11



1 inch = 100 feet



NEW 6" WATERMAIN

****** CAUTION******
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

NOTE: THIS SKETCH IS GENERAL IN NATURE AND WAS NOT SURVEYED - MODIFICATIONS TO BE PERFORMED BY MWS FORCES AND ADJUSTED TO ACTUAL CONDITIONS.

Date: 10/7/2021



IN WITNESS WHEREOF, the parties hereto have executed this contract.

**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF WATER AND SEWERAGE
SERVICES**

RECOMMENDED BY:

DocuSigned by:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

DATE: 10/14/2021

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kelly Flannery/mjw

Kelly Flannery, Director
Department of Finance

DATE: 10/14/2021

APPROVED AS TO RISK AND
INSURANCE:

DocuSigned by:

Balogun Cobb

Balogun Cobb
Risk Management Services

DATE: 10/14/2021

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tara Ladd

Tara Ladd
Assistant Metropolitan Attorney

DATE: 10/14/2021

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

John Cooper, Mayor

DATE: _____

ATTEST:

Metropolitan Clerk
Elizabeth Waites

DATE: _____



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

October 14, 2021

To: Peggy Deaner, Metro Water Services

**Re: Old Lebanon Dirt Road RJ Cormen Pipeline Crossing Agreement (RJNE2021023)
Planning Commission Mandatory Referral #2021M-029AG-001
Council District #11 – Larry Hagar, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a resolution establishing an agreement regarding a pipeline crossing license agreement for a water main crossing between RJ Corman and Metro acting through the Department of Water and Sewerage Services (see sketch for details).

Conditions that apply to this approval: None.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at Sharon.oconner@nashville.gov or [615-862-7208](tel:615-862-7208).

Sincerely,

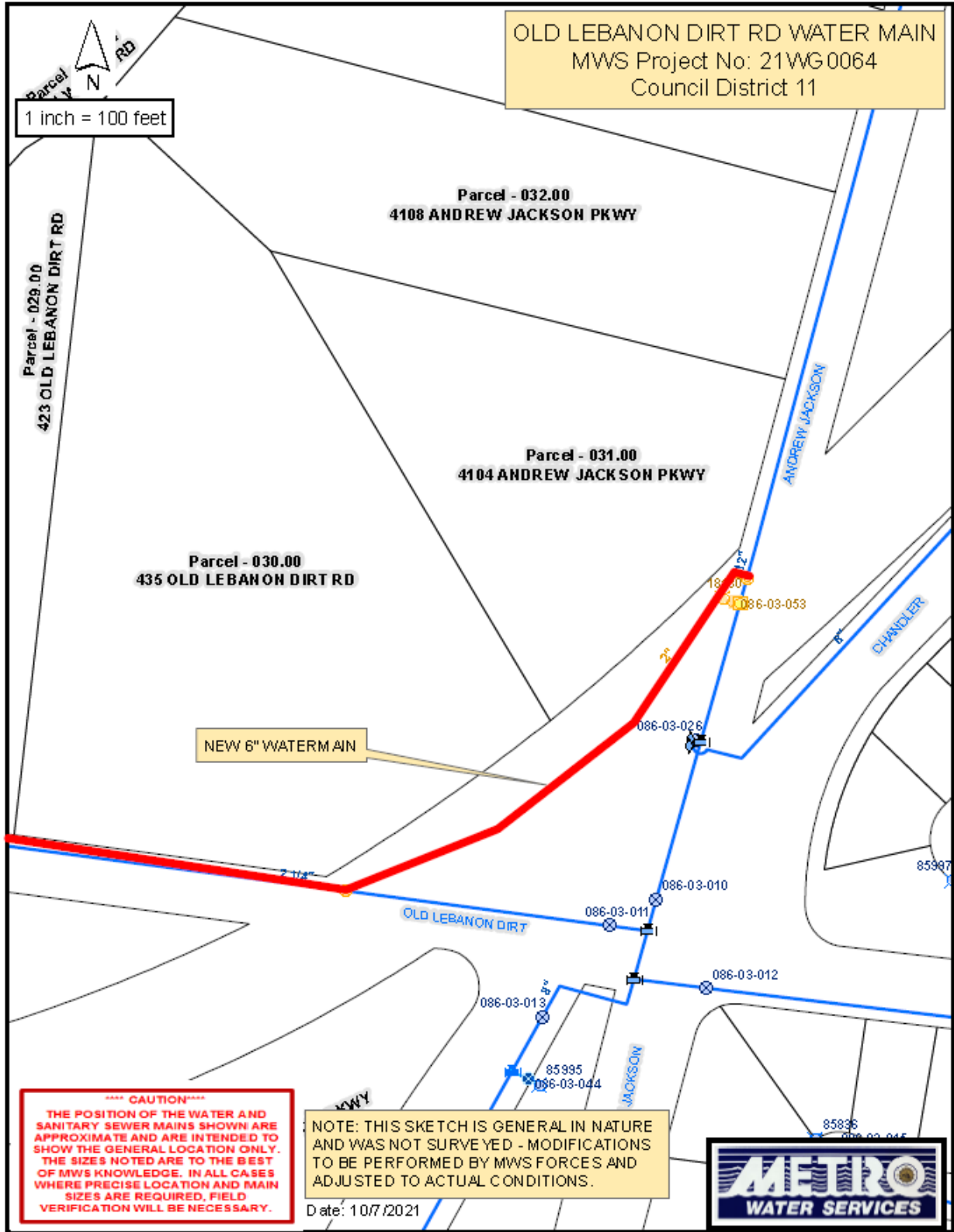
A handwritten signature in cursive script that reads "Lucy Alden Kempf".

Lucy Kempf, Executive Director
Metro Planning Department

cc: *Metro Clerk, Elizabeth Waites*

Re: Old Lebanon Dirt Road RJ Cormen Pipeline Crossing Agreement (RJNE2021023)
Planning Commission Mandatory Referral #2021M-029AG-001
Council District #11 – Larry Hagar, Council Member

A request for a resolution establishing an agreement regarding a pipeline crossing license agreement for a water main crossing between RJ Corman and Metro acting through the Department of Water and Sewerage Services (see sketch for details).



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. _____

A resolution authorizing The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, hereinafter called the "Licensee," to enter into a Pipeline Crossing License Agreement with R.J. CORMAN RAILROAD COMPANY/NASHVILLE & EASTERN RAILROAD LINE hereinafter called "Licensor" to construct and maintain a water main in the railroad right-of-way at Andrew Jackson Parkway and Old Lebanon Dirt Road, east of Old Hickory Boulevard in Davidson County, (Project No. 21-WG-64 and Proposal No. 2021M-029AG-001).

Introduced _____

Amended _____

Adopted _____

Approved _____

By _____
Metropolitan Mayor
