

**LICENSE AGREEMENT
BETWEEN**

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON
COUNTY**

**BY AND THROUGH THE
METROPOLITAN DEPARTMENT OF WATER AND SEWERAGE SERVICES**

AND

CUMBERLAND RIVER COMPACT

This Agreement by and between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Cumberland River Compact, is entered into this the _____ day of _____, 2024.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services (“Metro”) and Cumberland River Compact (“CRC”), desire to enter into a license agreement for the installation and maintenance of the Bandalong Bandit Litter Trap (“Trash Trap”) in North Fork Ewing Creek at 3426 Brick Church Pike, Nashville, TN 37207, the (“Property”); and,

WHEREAS, North Fork Ewing Creek runs through the Property;

WHEREAS, Metro obtained the Property through a home buyout, and the Property is vacant; and,

WHEREAS, Metro has agreed to permit CRC to anchor, install and maintain the Trash Trap on the Property, by either tethering the device to two existing, large trees using steel cable or tethering the device into the bank using metal stakes; and,

WHEREAS, the Trash Trap is made of lightweight alloy that allows it to float and skim lightweight litter from the surface of the stream; and,

WHEREAS, Metro and CRC desire to enter into this License Agreement to allow CRC to use the Property for the purposes stated hereunder.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Designated Times for Use.** Use is 24 hours per day, seven days a week. It is expected that CRC will make frequent site visits for collection data and routine cleaning.
2. **Access.** Metro shall have unfettered access to the Property, but there shall be no interruption to CRC’s maintenance and use of the Trash Trap under this agreement.
3. **Use of Property.** The Property shall only be used during the term hereof by CRC for the installation and maintenance of the Trash Trap, and egress and ingress associated with

accessing the Trash Trap. The Trash Trap shall be installed by either tethering the device to two existing large trees using steel cable or tethering the device into the creek bank using metal stakes. If the Trash Trap is installed by tethering the device to existing trees, CRC shall ensure the trees are given protective padding to protect from cable rubbing and pulling. CRC shall comply with all laws, rules, regulations, and requirements of governmental authorities pertaining to the Property, subject to its right to make reasonable contest as to the application thereof to the Property. CRC shall not conduct any activity in, upon, or adjacent to the Property that will create or constitute a public or private nuisance, or that unreasonably interferes with the rights of others. The Property shall be returned to the condition which it was in after CRC's use.

4. **Improvements.** CRC shall not alter, improve or place any permanent structures on the Property without the written consent of Metro.
5. **Rules and Regulations of Licensee.** CRC shall comply with such reasonable rules and regulations of general application as may from time to time be established and promulgated by Metro, which rules are not inconsistent with the basic terms of this License Agreement. CRC shall keep the Property free from rubbish. CRC shall not otherwise use, or give permission to use, except with the written consent of Metro, any area on the Property for any reason, except as set forth herein.
6. **Assignment or Subletting.** CRC shall not assign this License Agreement.
7. **Condemnation.** All damages awarded or compensation paid for any taking by a governmental entity acting under the power of eminent domain shall belong to and be the property of Metro.
8. **Metro's Right of Entry.** Metro, its agents, employees, and/or contractors may enter and use the Property at any time and in any matter, so long as the use does not interfere with the maintenance and operation of the Trash Trap. Metro's reserved right of entry shall not impose any greater obligation on Metro than is otherwise stated in this License Agreement.
9. **Removal of Device.** Upon request by Metro and/or termination of this agreement, CRC shall immediately remove the Trash Trap from the Property along with any appurtenances thereto.
10. **Creek Ownership.** CRC understands that this License Agreement permits the use of the creek banks, and that permission must be obtained from the State of Tennessee prior to placing the Trash Trap in the creek bed.
11. **Trash Removal.** CRC shall promptly remove the trash collected by the Trash Trap from the Property.
12. **Termination.**
 - a. CRC shall on the termination of this License Agreement at the expiration of its term, or earlier termination as hereinafter provided peaceably and quietly surrender and deliver to Metro the Property in the same condition as when this License Agreement began.

14. Term.

a. This License Agreement shall be effective for a period of two years. The term may be extended by letter agreement.

b. This Agreement shall not be effective until fully executed, approved by the Metropolitan Council and filed with the Metropolitan Clerk.

15. Modification of Agreement. This Agreement may be modified by written amendment that is executed and approved by the appropriate signatories of the parties on the signature page of this Agreement.

16. Termination for Breach. If CRC fails to properly perform its obligations under this License Agreement or violates the terms of this License Agreement, then Metro shall have the right to terminate this agreement immediately.

17. No Discrimination. No person protected by the Constitution of the United States or the Constitution of the State of Tennessee, or and state or federal laws, shall be excluded from participation in, or be denied benefits of, or otherwise subjected to, discrimination in the performance of this Agreement.

18. Indemnification. CRC agrees to indemnify and hold Metro harmless from any and all claims, costs, damages and judgments arising out of the installation, use, maintenance and operation of the Trash Trap on Metro's Property pursuant to this Agreement arising from the willful or negligent act of CRC, its agents, employees, or invitees, and to assume any and all responsibility and liability therefore, including but not limited to costs and expenses incurred by Metro in defense of any action and to discharge any judgment that may be rendered therein. Throughout the term of this Agreement, CRC shall maintain a policy of general auto liability insurance covering its operations on the Property, issued by an insurer authorized to do business in Tennessee, having a limit of not less than \$1,000,000, and naming Metro as an additional insured. CRC shall also maintain Workers Compensation insurance.

19. Metro Property. CRC shall be responsible for the correct use, maintenance and protection of Metro's property while it is being used by CRC.

20. No Possessory Interest. No legal title, easement or other possessory interest in real estate including any leasehold interest in the Property, or any improvements thereto, shall be deemed or construed to have been created or vested in CRC by anything contained in this License Agreement.

21. Licensee Property. CRC shall be responsible for the safeguard of its personal property and for procuring insurance to protect its personal property on the premises. Metro shall not be responsible for any damage or loss of any personal property of CRC located in the premises, including theft or damage to the Trash Trap.

DocuSigned by:

Abraham Wescott

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Abraham Wescott, Director
Public Property Administration

Cumberland River Compact

DocuSigned by:

Scott Potter

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Scott Potter, Director
Metropolitan Department of Water
and Sewerage Services

APPROVED AS TO INSURANCE:

DocuSigned by:

Balogun Cobb

698045E12FD741C

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

DocuSigned by:

Tara Ladd

E58C31F427

Assistant Metropolitan Attorney

Filed in the Office of the Metropolitan Clerk:

_____ Date: _____
Metropolitan Clerk