

BUS STOP SHELTER EASEMENT AGREEMENT

THIS BUS STOP SHELTER EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of the _____, 2026, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, by and through the **Metropolitan Board of Public Education, formerly known as Davidson County Board of Education** ("**Grantor**") and **THE NASHVILLE METROPOLITAN TRANSIT AUTHORITY**, a Tennessee body politic, of 430 Myatt Drive, Nashville, Tennessee 37115, doing business as "WeGo" ("**Grantee**"),

WITNESSETH:

WHEREAS, Grantor is the owner of certain property located at 1500 Dickerson Pike, Nashville, Davidson County, Tennessee (Parcel No. 07111000400), by virtue of that certain deed recorded in Book 1198, page 80 in the Davidson County Register's Office, reference to which deed is here made for a more particular description of said property (the "**Property**"); and

WHEREAS, Grantee desires to obtain an easement over a portion of the Property for the uses set forth herein.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Grantor does hereby grant to Grantee, its successors and assigns, a permanent easement to construct, maintain, repair, rebuild, operate, and patrol a Bus Stop Shelter (the "**Shelter**"), together with necessary ingress and egress to accomplish the foregoing purposes, in, on, over, under and across that certain portion of Grantor's Property more particularly described on Exhibit A, attached hereto and made a part hereof, and as more particularly shown on Exhibit B, attached hereto and made a part hereof.

2. Due Care. Grantee agrees to use due care in any use of the easement herein granted and, in the construction, installation, repair, replacement and maintenance of the Shelter as provided for herein so as not to unreasonably disturb Grantor's use of its property.

3. Maintenance. Grantee, at its sole expense, shall have the duty to maintain the Shelter and any seats, benches, or other improvements ("**Related Improvements**") constructed in connection with the Shelter, in a state of good repair, maintaining and replacing the Shelter and Related Improvements as necessary.

4. Duration. The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the Grantee, its successors, and assigns.

5. 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:

Grantor: The Metropolitan Government of Nashville and Davidson County
General Services Department
PO Box 196300
Nashville, TN 37219
Attn: Public Property Administration

With a copy to:

Metropolitan Nashville Public Schools
2601 Bransford Avenue
Nashville, TN 37204
Attention: Executive Director of Facilities

Grantee: The Nashville Metropolitan Transit Authority
430 Myatt Drive
Nashville, TN 37115
Attention: Steve Bland

6. Compliance with Law. Grantee, in exercising the privileges granted by this Agreement, shall comply with all applicable federal, state, county and municipal laws, ordinances and regulations.

7. 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.

8. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

*Remainder of this page is left blank intentionally.
Signature page(s) follow.*

NOTARY PUBLIC
My Commission Expires:

EXHIBIT A

DAVIDSON COUNTY, TENNESSEE
PERMANENT EASEMENT FOR WEGO PUBLIC TRANSIT
ACROSS THE LANDS OF THE PROPERTY OF THE DAVIDSON COUNTY
BOARD OF EDUCATION
MAP 071, GROUP 10, PARCEL 004.00
1500 DICKERSON PIKE

DESCRIPTION FOR A PERMANENT EASEMENT FOR THE USE OF WEGO PUBLIC TRANSIT, BEING OUT OF A TRACT OF LAND, IN THE NAME OF THE DAVIDSON COUNTY BOARD OF EDUCATION AS RECORDED IN DEED BOOK 1198, PAGE 80, REGISTER'S OFFICE, DAVIDSON COUNTY, TENNESSEE, (R.O.D.C.TN.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PERMANENT EASEMENT;

POINT OF BEGINNING AT A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF DICKERSON PIKE (N: 680306.20, E: 1741251.59), SAID POINT LYING 144.30 FEET ALONG SAID RIGHT-OF-WAY FROM THE NORTHEAST CORNER OF THE DAVIDSON COUNTY BOARD OF EDUCATION PROPERTY, AS MEASURED ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2819.00 FEET (CHORD BEARING S 20°12'59" W, CHORD DISTANCE 144.29 FEET); THENCE CONTINUING WITH AND ALONG SAID RIGHT-OF-WAY WITH A CURVE CONCAVE TO THE NORTHWEST, HAVING AN ARC LENGTH 35.01 FEET, A RADIUS OF 2819.00 FEET AND A CHORD BEARING S 22° 02' 19" W 35.01 FEET; THENCE THROUGH THE LANDS OF THE DAVIDSON COUNTY BOARD OF EDUCATION N 67° 27' 49" W 6.03 FEET; THENCE N 22° 44' 54" E 35.01 FEET; THENCE S 67° 24' 17" E 5.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 204.91± SQUARE FEET OR 0.01± ACRES

CERTIFICATION IS MADE ONLY TO THE LOCATION OF THIS WEGO PUBLIC TRANSIT EASEMENT ACCORDING TO EVIDENCE AND/OR LINES OF OCCUPATION OBSERVED UPON THE DATE OF THIS FIELD SURVEY. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE AND APPARENT ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THE DESCRIBED WEGO PUBLIC TRANSIT EASEMENT HAVE BEEN LOCATED, SHOWN AND/OR DESCRIBED HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS EXHIBIT, IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.

ALL BEARINGS, DISTANCES AND COORDINATES CONTAINED HEREIN ARE GRID DISTANCES, BASED UPON THE TENNESSEE STATE PLANE COORDINATE SYSTEM OF THE NORTH AMERICAN DATUM 1983 (NAD83, REALIZATIONS 2011, EPOCH 2010.00), IN U.S. SURVEY FEET.

A SURVEY EXHIBIT ACCOMPANIES AND IS A PART OF THIS WEGO PUBLIC TRANSIT EASEMENT DESCRIPTION (EXHIBIT "B").

EXHIBIT B

