

LICENSE AGREEMENT

THIS LICENSE (the "License"), made and effective as of _____ (the "Effective Date"), by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF LAWRENCEVILLE, whose mailing address is 70 S Clayton Street, P.O. Box 2200, Lawrenceville, GA, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to use property owned or controlled by Licensor at or near Lawrenceville, County of Gwinnett, State of Georgia, beginning at milepost SG 544.11, containing 0.27 acres, more or less, hereinafter called the "Premises," as shown on Exhibit A, dated 06/13/2025, attached hereto and made a part hereof;

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

1. LICENSE:

1.1 Subject to the provisions of this License, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

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

(B) All encumbrances, 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 a non-exclusive right to use said Premises above for the term herein stated.

1.2 Licensee shall use and occupy the Premises solely for the purpose of **non-revenue generating parking, location of a dumpster enclosure, non-recreational landscaping, installation and maintenance of a fence suitable to deter encroachers on Licensor's right of way and for no other purpose(s). Licensee shall not allow any maintenance of vehicles on the Premises.**

1.3 The removal of soils from the Premises by Licensee is strictly prohibited. Should Licensee desire to bring soil or fill materials that originates off-site to the Premises then Licensee shall submit to Licensor a soil management plan that demonstrates compliance with Licensor's then-current clean fill policies.

1.4 Licensee hereby acknowledges that it has access to/from the Premises via lands owned by Licensee and/or a public right-of-way. Any road crossing of Licensor's track(s) or right-of-way necessary for access to/from the Premises must be covered by a separate agreement.

2. ENCROACHMENT INVENTORY FEE

2.1 Licensee shall pay Licensor an annual license fee of TWO THOUSAND, FIVE HUNDRED 00/100 U.S. DOLLARS (\$2,500.00) (the "License Fee") upon execution of this License and annually thereafter, plus any applicable sales or rental tax thereon.

2.2 The License Fee shall be adjusted on an annual basis by three percent (3%) per annum. For avoidance of doubt, the aforementioned escalation percentage in any given year of this License shall be applied to the previous year's License Fee.

3. TAXES/ASSESSMENTS ON LICENSEE'S PROPERTY:

3.1 Licensee shall pay the full amount of any and all taxes/assessments - State, County, Municipal and Special - levied or assessed the Premises, and any penalties in connection therewith due to acts or omissions of Licensee. All necessary payment, listing and other duties in connection with the taxation of said Premises shall be performed by Licensee.

3.2 If taxes and/or assessments on said property or improvements are levied against and paid by Licensor, Licensee shall reimburse Licensor for the full amount thereof within thirty (30) days after presentation of bill(s) from Licensor therefor.

4. TERM:

4.1 This License shall become effective the date first written above and shall continue in effect for Four (4) year(s) (the "Initial Term") unless and until terminated by written notice for breach or cause as hereafter provided. Licensee shall have the option to extend the term for an additional four years (the "Additional Term") by providing Licensor with written notice of its intent NINETY (90) days prior to the expiration of the Initial Term. During the Additional Term, Licensor shall reserve the right to terminate, for any reason, this License by providing 90 days' written notice to Licensee. Upon the expiration of the Initial Term or Additional Term, should it be exercised, this Lease shall continue unless terminated by either party by giving NINETY (90) days written notice.

5. APPROVAL OF PLANS; MAINTENANCE, REPAIRS, FLAGGING:

5.1 Licensee shall not make or permit to be made any building, structures, improvements or alterations on or to the Premises without the prior written approval and consent of Licensor. Licensee, at Licensee's sole cost and expense, may make such changes in said Premises necessary to make Premises suitable for the permitted use, after obtaining consent of Licensor, and provided that Licensee, at the expiration of this License, shall return the Premises to Licensor restored to a condition acceptable to Licensor.

5.2 Licensee shall not create or permit any nuisance in, on or about the Premises. Licensee shall maintain the Premises in a neat and clean condition (including proper mowing

when applicable). Buildings and other structures of Licensee erected on the Premises shall also be maintained by Licensee to the satisfaction of Licensor.

5.3 All work by Licensee pursuant to this License shall be performed in good and workmanlike manner and in compliance with all applicable code provisions.

5.4 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Premises, and if the same is not performed by Licensee within 30 days, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

5.5 Neither the approval by Licensor of any improvements or installations made by Licensee, nor the failure of Licensor to object to any work done, any material used, or the method of construction or installation, shall be construed as an admission of responsibility by Licensor or as a waiver of any of Licensee's obligations under this License.

5.6 If Licensor deems it necessary, during any construction, maintenance, demolition or removal of anything on or from the Premises, to provide flagging or construction oversight for protection of Licensor's operations, Licensor shall have the right to do so at Licensee's expense.

6. INSPECTIONS:

6.1 Licensor shall have the right, during regular business hours, upon reasonable notice to Licensee, and at mutually agreeable times, to conduct field examinations of the Premises and verify: (i) Licensee's use of the Premises is in accordance with the terms of this License; and (ii) any other reasonable review or assessment of the Premises or matters pertaining to this License as reasonably determined by Licensor.

7 PERMITS, ORDINANCES, REGULATIONS, ETC.:

7.1 Before any work hereunder is performed, or before use by Licensee of the Premises for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) or certificate(s) of approval from any Federal, State, or local public authorities having jurisdiction over the Premises or its intended use and, to the extent required by State law, shall thereafter observe and comply with all applicable requirements of such public authorities, and all applicable laws and regulations and future modifications thereof.

7.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

8. DRAINAGE:

8.1 Licensee shall maintain, in accordance with all applicable statutes, ordinances, codes, subdivision covenants and restrictions, an adequate drainage system on the Premises, diverting all roof, stream, or other surface drainage water from the Premises to the nearest public (or non-Licensor owned) drainage or storm sewer system, in order to prevent the discharging of such waters upon adjacent lands, right-of-way and facilities of Licensor.

8.2 Licensee shall maintain any segment of Licensor's railroad drainage ditch located within the limits of Premises.

9. – 10. INTENTIONALLY OMITTED

11. CLAIM OF TITLE:

11.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this License shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Premises(s) or segment of right of way occupied, used or enjoyed in any manner by Licensee under any rights created in this License. It is expressly understood that Licensor does not warrant title to any Right-of-way and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the right-of-way, and all leases, licenses and easements or other interests previously granted to others therein.

11.2 The term "license," as used herein, shall mean with regard to any portion of the right-of-way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Premises is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the right-of-way, with dominion and control over such portion of the right-of-way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of right-of-way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the right-of-way and grants no other rights whatsoever under this License, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the right-of-way. Licensee further acknowledges that it does not have the right to occupy any portion of the right-of-way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the right-of-way that would impair Licensor's existing rights therein.

11.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof. Licensee agrees to the extent allowed under applicable law, to indemnify and defend all claims or litigation for slander of title,

overburden of easement, or similar claims arising out of or based upon Licensee's use of the Premises, including claims for punitive or special damages.

11.4 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Premises, nor shall the exercise of this License for any length of time give rise to any right, title, or interest in said property other than the license herein created.

12. INTENTIONALLY OMITTED

13. TERMINATION:

13.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement. However, neither termination nor revocation of this License shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

13.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) restore property of Licensors in a manner satisfactory to Licensors, and (b) reimburse Licensors any loss, cost or expense of Licensors resulting from loss or damage to said Premises thereto.

14. RISK, LIABILITY, INDEMNITY:

14.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensors harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensors 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 Licensors), 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 use of the Premises or any structure in connection therewith, or restoration of premises of Licensors to good order or condition, EXCEPT when caused solely by the willful misconduct or gross negligence of Licensors. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance or replacements, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensors.

14.2 Use of Licensors right-of-way involves certain risks of loss or damage as a result of the rail operations. Licensee expressly assumes all risk of loss and damage to Licensee's Property in, on or over the Premises, including loss of or any interference with use thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include the property of third parties situated or placed upon Licensors right-of-way by Licensee or by such third parties at request of or for sole benefit of Licensee.

14.3 Obligations of Licensee hereunder to defend, indemnify and hold Licensors harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of or are affiliated with Licensors, as well as any railroad that operates over the right-of-way on which the Premises is located, and their respective officers, agents and employees.

14.4 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

14.5 Notwithstanding anything contained in this License, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensors' ability to collect under the insurance policies required to be maintained under this License.

15. INSURANCE:

15.1 Prior to commencement of due diligence or use of the Premises pursuant to this License, Licensee shall procure and shall maintain during the continuance of this License, at its sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensors, and/or its designee, as additional insured and covering liability under this License. Coverage of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage is required as a minimum to protect Licensee's assumed obligations hereunder. If said policy does not automatically cover Licensee's contractual liability under this License, 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.

Licensee shall also carry, for the benefit of Licensee and its employees, Worker's Compensation Insurance as required by the state in which the Premises is located. Licensee is self-insured up to \$500,000 and carries a \$1,000,000 Liability policy in excess of the self-insured amount. Unless prohibited by law, such insurance shall waive subrogation against Licensors.

Licensee shall also maintain Automobile Liability Insurance in an amount not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) single limit, bodily injury and/or property damage combined, for damages to or destruction of property including the loss of use thereof, in any one occurrence. Policy shall name Licensee as insured and Licensors, and/or its designee, as additional insured.

15.2 If Licensee contracts for new construction or structural alterations to the Premises, Licensee shall provide prior to commencement of any construction activity, and maintain during the period of construction and all related activities, at no cost to Licensors, a policy of Owner's Protective Liability Insurance designating Licensors, and/or its designee, as insured, with a limit of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for all bodily injury and property damage liability. If the construction, demolition or alterations operations are within fifty (50) feet of any Licensors operated railroad track or have the potential to affect any railroad bridge, trestle, tunnel, track, roadbed, overpass or underpass, the insurances shall be written on the ISO/RIMA Form (ISO Form CG-00-35, or current) the

ISO/RIMA Form (ISO Form CG-00-35, or current) of Railroad Protective Insurance, with Pollution Exclusion Amendment (ISO Endorsement No. CG-28-31), having a limit of not less than FIVE MILLION U.S. DOLLARS (\$5,000,000.00) Combined Single Limit per occurrence for bodily injury and property damage and at least a TEN MILLION U.S. DOLLARS (\$10,000,000.00) aggregate limit during each annual policy period. The original protective liability policy shall be submitted to and approved by Licensor's Director - Casualty Insurance, at the address above, prior to commencement of construction.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding any construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

15.3 Licensor may at any time request evidence of insurance purchased by Licensee to meet requirements of this Article, and may demand that Licensee purchase insurance deemed adequate by Licensor, but not to exceed the limits of this Article. Failure of Licensee to comply within thirty (30) days of Licensor's, or its designee's, demand shall be a default, subject to the termination provisions of this License. Furnishing of insurance by Licensee shall not limit Licensee's liability under this License but shall be additional security therefore.

15.4 Insurance purchased by the Licensee shall not be a waiver of the Licensee's sovereign immunity. Any insurance policy obtained under this provision is not intended to and shall not waive the City's sovereign immunity.

16. DEFAULT:

16.1 The performance of each covenant of this License shall be deemed of the essence thereof, and in the event Licensee fails or refuses to perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of railroad emergency), unless such work cannot be completed within said time period but Licensee has commenced and is diligently prosecuting such remedy, Licensor shall have the option of immediately terminating this License, and of revoking the privileges and powers hereby conferred.

16.2 No waiver by Licensor of its rights as to any breach of covenant herein contained shall be construed as a permanent waiver of such covenant, or any subsequent breach thereof, unless such covenant is permanently waived in writing by Licensor.

17. – 19. INTENTIONALLY OMITTED:

20. ASSIGNMENT:

20.1 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.

20.2 This License shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

20.3 Licensee shall give Licenser written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other 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.

20.4 Licenser expressly reserves the right to assign this License, in whole or in part, to any grantee, Licensee, or vendee of Licenser's underlying property interests in the Premises.

20.5 In the event of any unauthorized sale, transfer, assignment, sublicense, sublet or encumbrance of this License, or any of the rights and privileges hereunder, Licenser, at its option, may revoke this License by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licenser for any loss, cost or expense Licenser may incur as a result of Licensee's failure to obtain said consent.

21. – 23. INTENTIONALLY OMITTED:

24. ENVIRONMENTAL, SAFETY:

24.1 No additional improvements shall be placed, allowed, or maintained by Licensee in, upon or on the Premises except upon prior separate written consent of Licenser.

24.2 The Premises shall not be used for a scrap or junk yard, the burning of refuse, deposit of debris, garbage, sewage, or waste of any kind, or for any other unsanitary or unhealthful purposes of any kind or nature, or any other use contrary to any laws or regulations.

24.3 No portion of the Premises may be used for the transportation, treatment, storage or disposal of hazardous materials, hazardous substances or hazardous waste, as classified under RCRA (Title 42 U.S. Code, Sections 6901, et al.), CERCLA (Title 42 U.S. Code, Sections 9601-9657, et al.) or SARA (Title 42 U.S. Code, Sections 9601(35), et al.), or for any other use or purpose requiring a federal or state environmental permit.

25. NOTICE:

25.1 Notices under this License shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express delivery, and by confirmed e-mail.

25.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

25.3 Notices to Licenser shall be sent to:

CSX Transportation, Inc.
c/o Real Estate Contract Management – J180
500 Water Street
Jacksonville, FL 32202
E-mail: customerrelations@csx.com

Notices to Licensee shall be sent to:

City of Lawrenceville
Attn: Chuck Warbington, City Manager
Email: Chuck.Warbington@lawrencevillega.org
Phone: 678-407-6415

25.4 Any party hereto may change its address or designate different entities to receive copies by notifying the other party in a manner described in this Section.

26. TIME OF ESSENCE: Time shall be considered of the essence both to the Licensee and the Licensors for all activities undertaken or required pursuant to this License.

27. MISCELLANEOUS:

27.1 This License, and the attached specifications, contains the entire understanding between the parties hereto. Neither this License, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person. Neither the form of this License, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

27.2 This License 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. This License shall be construed and governed by the laws of the State of Georgia.

27.3 If any amount due pursuant to the terms of this License is not paid by the due date, it will be subject to Licensors standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

27.7 Licensee agrees to reimburse Licensors for all reasonable costs (including attorneys fees) incurred by Licensors for collecting any amount due under this License.

27.8 The provisions of this License are considered confidential and may not be disclosed by Licensee to a third party without the consent of the Licensors, except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions.

27.9 Notwithstanding the termination, revocation or expiration of this Agreement, and except as otherwise stated in this Agreement, those obligations contained herein that by their terms or nature are intended to survive such termination, revocation or expiration shall do so including the indemnification, removal, restoration and reimbursement provisions herein.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this License as of the Effective Date of this License.

Witness for Licenser:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF LAWRENCEVILLE

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this License.

Print/Type Name: _____

Print/Type Title: _____