



REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

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OF COUNSEL:
LISA LITTLETON HOLLEY

July 2, 2025

**Via Regular USPS Mail and
Certified Mail Return Receipt Requested
Receipt No. 9589 0710 5270 2273 0801 82**

JAMK Investments LLC
d/b/a Katie's Ice Cream
Attn: Mr. Thomas Costa
106 Church Street
Dickson, Tennessee 37055

Re: Use of Parking Lot for Entrance/Exit to Walkway

Dear Mr. Costa:

We represent KMTJ Properties, a Tennessee general partnership (the "Owner"), as the new owner of the real property located at 108 College Street, Dickson, Tennessee, which includes the parking lot adjacent to your business.

The Owner has observed that your business is utilizing the parking lot as an entrance and exit for a walkway that provides access to the area behind your building. It is our understanding that no written agreement exists granting permission for this use.

The terms of any continued use of the parking lot for access to your walkway need to be addressed in writing. To that end, the Owner is offering the following options:

Option 1

The Owner is willing to grant permission for continued use of the walkway and parking lot under the terms and conditions set forth in the attached proposed License Agreement. This agreement clarifies permitted use, term of use, insurance requirements, indemnification obligations, and other necessary terms to protect both parties.

Page Two
Mr. Costa
July 2, 2025

Option 2

Should you choose not to enter into the proposed License Agreement, then use of the parking lot as an entrance and exit to the walkway behind your building will need to be discontinued.

Please review the attached proposed License Agreement and let us know if you have any questions. We request that you select one of the above options and notify us of your decision not later than Friday, July 11, 2025. If we do not receive a timely response, the Owner will assume you have elected to discontinue the use effective as of July 11, 2025.

Thank you for your prompt attention.

Sincerely,

REYNOLDS, POTTER, RAGAN & VANDIVORT, PLC

A handwritten signature in blue ink, appearing to read "Brian Ragan", is written over the printed name.

BRIAN RAGAN

Encl: Proposed License Agreement

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into as of the ____ day of July, 2025 (the "Effective Date") by and between **KMJT Properties**, a Tennessee general partnership, located at 110 Mathis Drive, Suite 106, Dickson, Tennessee 37055 (referred to herein as the "Licensor" or "Owner"), and **JAMK Investments LLC**, a Tennessee limited liability company, located at 106 Church Street, Dickson, Tennessee 37055 (referred to herein as the "Licensee" or "Katie's Ice Cream").

1. **Grant of License.** OWNER hereby grants to KATIE'S ICE CREAM a nonexclusive, revocable license to continue its use of a walkway that exits into OWNER's parking lot located at 108 College Street, Dickson, Tennessee (the "Parking Lot"), being the parking lot immediately adjacent to KATIE'S ICE CREAM's business establishment known as "Katie's Ice Cream." The use is limited to customer parking and pedestrian access to the walkway by KATIE'S ICE CREAM's employees, guests, customers, and invitees.

2. **Term and Termination.** This Agreement shall remain in effect until terminated by either party. Owner may revoke this License at any time, with or without cause, by providing Katie's Ice Cream with three (3) days' prior written notice.

3. **Insurance.** Katie's Ice Cream shall maintain commercial general liability insurance with a minimum coverage of **One Million Dollars (\$1,000,000.00)** per occurrence with an insurance company satisfactory to Owner. Owner shall be named as an additional insured on such policy. Katie's Ice Cream shall provide Owner with a certificate of insurance evidencing such coverage upon execution of this Agreement, upon renewal of the policy, and at any other time upon request by Owner.

4. **Maintenance and Cleanliness.** Katie's Ice Cream shall keep the Parking Lot free of debris and litter arising from its use and/or the use of its employees or patrons. Katie's Ice Cream shall not make any alterations or improvements to the Parking Lot.

5. **Indemnification.** Katie's Ice Cream shall indemnify, defend, and hold harmless Owner, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to Katie's Ice Cream's use of the Parking Lot including use of the Parking Lot by its employees, guests, customers, and invitees.

6. **No Lease or Easement.** This Agreement does not create a lease, easement, or any other interest in real property in favor of Katie's Ice Cream. The relationship between the parties is solely that of licensor and licensee.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any action to enforce the terms of this Agreement shall be brought before a court of competent jurisdiction sitting without a jury in Dickson County, Tennessee.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior understandings or agreements, whether written or oral, relating to the subject matter herein.

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

LICENSOR:

KMJT Properties,
a Tennessee general partnership

By: _____
Kevin Smith, General Partner

Date: _____

LICENSEE:

JAMK Investments LLC,
a Tennessee limited liability company

By: _____
Name / Title

Date: _____