



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

July 12, 2022

To: Ronald Colter Metro Public Property Administration

Re: **TDOT STONES RIVER GREENWAY**  
**Planning Commission Mandatory Referral #2022M-028AG-001**

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 approval for a license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2022M-028AG-001).*

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.

**Conditions that apply to this approval: none**

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 Delilah Rhodes at [delilah.rhodes@nashville.gov](mailto:delilah.rhodes@nashville.gov) or 615-862-7208.

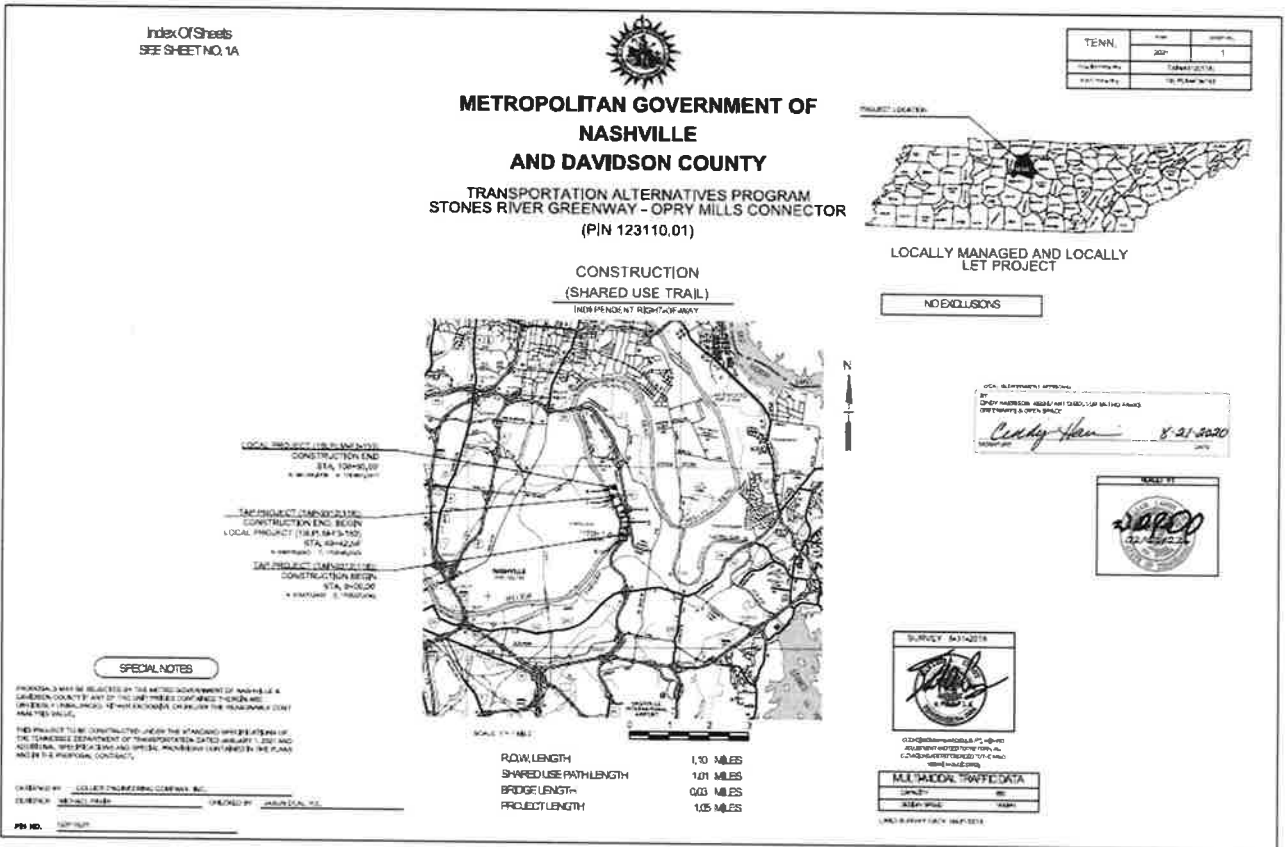
Sincerely,

A handwritten signature in cursive script that reads 'Robert Leeman'.

Robert Leeman  
Deputy Director  
Metro Planning Department  
cc: *Metro Clerk*

**Re: TDOT STONES RIVER GREENWAY  
Planning Commission Mandatory Referral #2022M-028AG-001**

*A request for approval for a license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2022M-028AG-001).*



This Instrument prepared by:  
State of Tennessee  
Department of Transportation  
Region 3 – Legal  
6601 Centennial Blvd.  
Nashville, TN 37243  
(Local Government)

Project No. NH-155(15)  
19076-3243-14  
Tract No. 12  
Davidson County  
Request No. 6509

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **STATE OF TENNESSEE**, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE (Metro Parks)** (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of State Route 155 right-of-way adjacent to the ramp to Two Rivers Parkway and Gaylord Drive in Nashville, Davidson County, Tennessee (“Licensed Premises”) to install and maintain a multi-modal greenway project to be known as the “Stones River Greenway – Opry Mills Greenway Connector,” being more specifically depicted in Exhibit A being attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install and operate a multi-modal greenway project to be known as the “Stones River Greenway – Opry Mills Greenway Connector” (hereinafter referred to as the “Improvements”).
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee’s use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a 20 year, renewable license which shall begin on \_\_\_\_\_, 2022 and shall end on \_\_\_\_\_, 2042.

5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;
7. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.
8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.
9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.
10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.

12. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
13. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board’s “Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way” (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).
16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee’s use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property’s activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as “Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee’s adjacent or nearby property for protection under Section 4(f).
18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
20. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

**TO THE LICENSEE:**

Cindy Harrison  
Director of Greenways, METRO  
5107 Edmondson Pike  
Ellington Agricultural Center  
Nashville, TN 37211

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson, Excess Land Mgr.  
Suite 600, James K. Polk Building  
505 Deaderick Street  
Nashville, Tennessee 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LICENSEE:

**METRO GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY, TENNESSEE  
(Metro Parks)**

By: \_\_\_\_\_  
John Cooper

DATE: \_\_\_\_\_

Title: Mayor

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

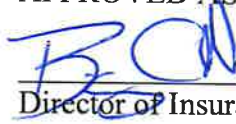
DATE: \_\_\_\_\_

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Director of Finance

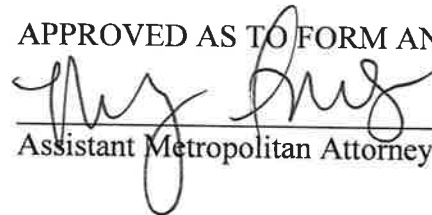
DATE: 8/11/22

APPROVED AS TO RISK AND INSURANCE:

  
\_\_\_\_\_  
Director of Insurance

DATE: 9/8/22

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
Assistant Metropolitan Attorney

DATE: 8/8/22

**STATE OF TENNESSEE**

\_\_\_\_\_  
Howard H. Eley, Commissioner  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
John Reinbold, General Counsel  
Tennessee Department of Transportation

DATE: \_\_\_\_\_

License Agreement  
Request No. 6509

**EXHIBIT “A”**  
(See attached 2 pages)



Index Of Sheets  
SEE SHEET NO. 1A



# METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

## TRANSPORTATION ALTERNATIVES PROGRAM STONES RIVER GREENWAY - OPRY MILLS CONNECTOR (PIN 123110.01)

TENN.	YEAR	SHEET NO.
	2021	1
FED. AID PROJ. NO.	TAP-9312(118)	
STATE PROJ. NO.	19LPLM-F3-153	

PROJECT LOCATION



LOCALLY MANAGED AND LOCALLY  
LET PROJECT

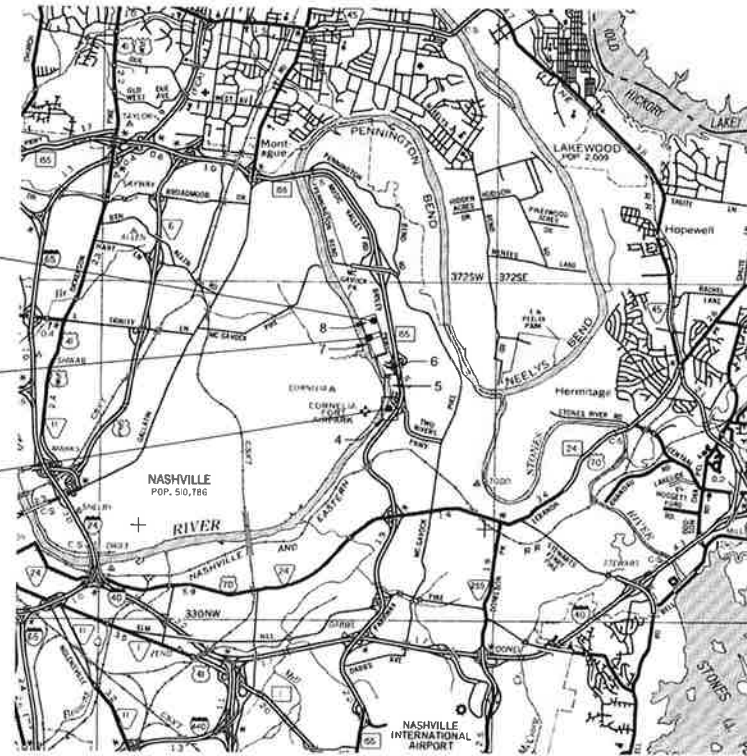
NO EXCLUSIONS

CONSTRUCTION  
(SHARED USE TRAIL)  
INDEPENDENT RIGHT-OF-WAY

**LOCAL PROJECT (19LPLM-F3-153)**  
CONSTRUCTION END  
STA. 108+95.00'  
N: 881166.5706 E: 1763891.0317

**TAP PROJECT (TAP-9312(118))**  
CONSTRUCTION END, BEGIN  
LOCAL PROJECT (19LPLM-F3-153)  
STA. 49+42.54'  
N: 680618.8553 E: 1763689.2629

**TAP PROJECT (TAP-9312(118))**  
CONSTRUCTION BEGIN  
STA. 0+00.00'  
N: 676470.9438 E: 1765205.0342



LOCAL GOVERNMENT APPROVAL:

BY: CINDY HARRISON, ASSISTANT DIRECTOR METRO PARKS  
GREENWAYS & OPEN SPACE

*Cindy Harrison* 8-21-2020  
SIGNATURE DATE



**SPECIAL NOTES**

PROPOSALS MAY BE REJECTED BY THE METRO GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED JANUARY 1, 2021 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

SCALE: 1"= 1 MILE



R.O.W. LENGTH	1.10 MILES
SHARED USE PATH LENGTH	1.01 MILES
BRIDGE LENGTH	0.03 MILES
PROJECT LENGTH	1.05 MILES

DESIGNED BY: COLLIER ENGINEERING COMPANY, INC.

DESIGNER: MICHAEL PAVIN CHECKED BY: JASON DEAL, P.E.

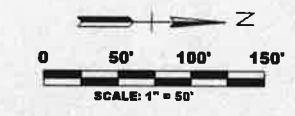
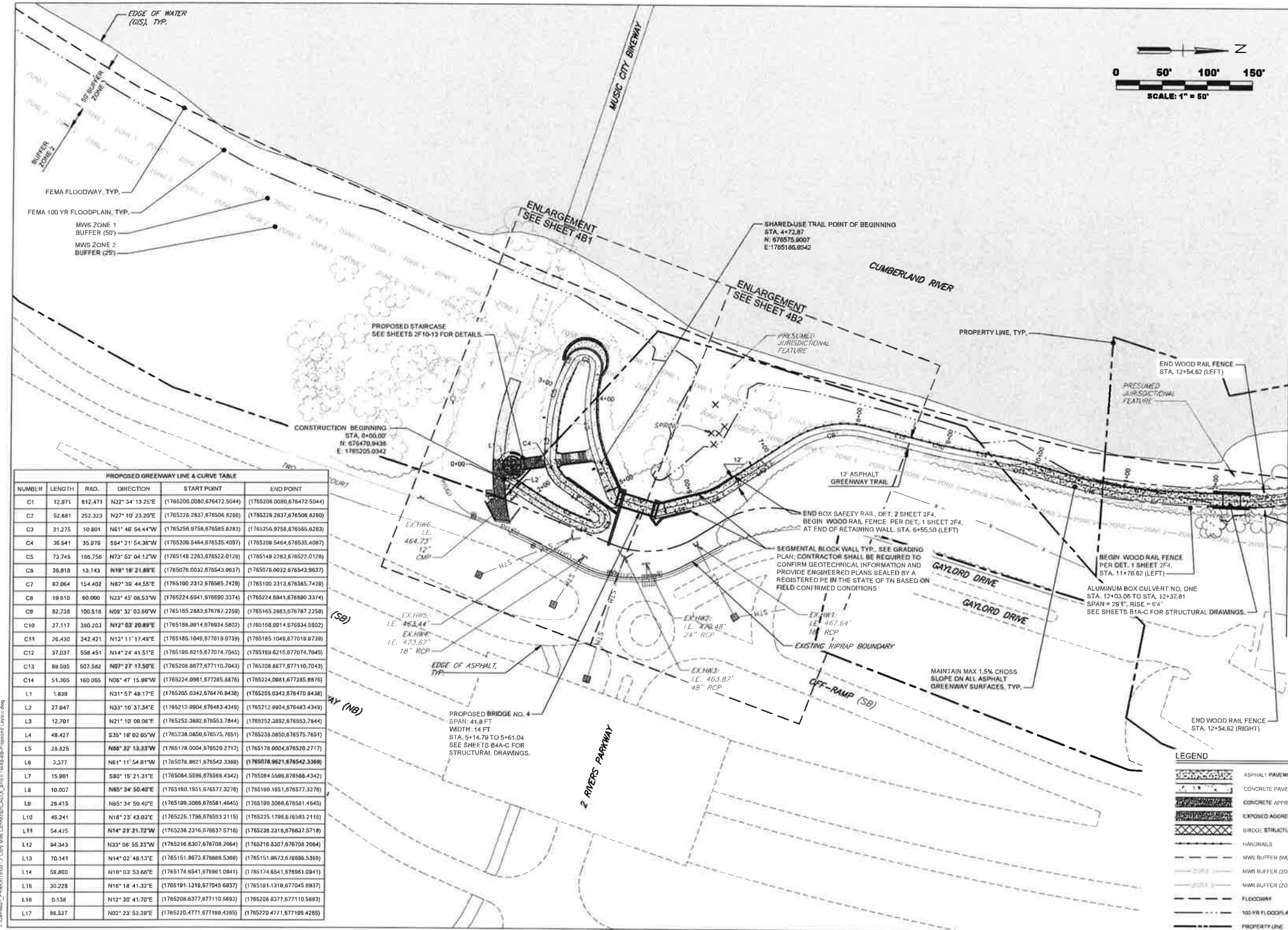
PIN NO. 123110.01



COORDINATES ARE NAD 83 (US FT), WITH NO ADJUSTMENT ADDED TO THE TERN. ALL ELEVATIONS ARE REFERENCED TO THE NAVD 1988 WITH GEOID (2000).

MULTIMODAL TRAFFIC DATA	
CAPACITY	650
DESIGN SPEED	18 MPH

LAND SURVEY DATE: 08/31/2018



NO.	DATE	BY	REVISIONS

**COLLIER**  
ENGINEERING CO., INC.  
CONSULTING DESIGN & CONSTRUCTION

2849 MOLENSVILLE PIKE  
NASHVILLE, TN 37211  
PHONE: (615) 331-1441  
FAX: (615) 331-1050

**CONSTRUCTION PLANS**  
**STONES RIVER GREENWAY -**  
**OPRY MILLS GREENWAY CONNECTOR**  
DEPARTMENT OF PARKS AND RECREATION  
METRO NASHVILLE & DAVIDSON COUNTY, TN



DATE: 2/11/2022

DESIGNED BY: WJD

DRAWN BY: MEL

SUPERVISED BY: WJP

CHECKED BY: WJD

SCALE: 1" = 50'

PROPOSED LAYOUT

SHEET NO: 4B

PROPOSED GREENWAY LINE & CURVE TABLE					
NUMBER	LENGTH	RAD.	DIRECTION	START POINT	END POINT
C1	12.971	612.471	N32° 34' 13.25"E	(1765206.0080, 676472.5044)	(1765206.0080, 676472.5044)
C2	52.881	252.323	N27° 10' 23.20"E	(1765226.2837, 676506.8260)	(1765226.2837, 676506.8260)
C3	31.275	10.801	N61° 46' 54.44"W	(1765256.9758, 676565.6283)	(1765256.9758, 676565.6283)
C4	36.641	35.976	S64° 21' 54.36"W	(1765209.5484, 676535.4097)	(1765209.5484, 676535.4097)
C5	73.746	166.756	N73° 52' 04.12"W	(1765149.2283, 676522.0128)	(1765149.2283, 676522.0128)
C6	36.818	13.143	N18° 18' 21.88"E	(1765076.0032, 676543.9637)	(1765076.0032, 676543.9637)
C7	82.064	154.402	N82° 38' 44.55"E	(1765100.2313, 676565.7428)	(1765100.2313, 676565.7428)
C8	19.610	60.000	N23° 45' 08.53"W	(1765224.6941, 676690.3374)	(1765224.6941, 676690.3374)
C9	82.738	100.516	N09° 32' 03.60"W	(1765165.2883, 676787.2259)	(1765165.2883, 676787.2259)
C10	27.117	390.203	N12° 03' 30.88"E	(1765168.9914, 676934.5802)	(1765168.9914, 676934.5802)
C11	26.430	242.421	N13° 11' 17.49"E	(1765185.1049, 677019.9739)	(1765185.1049, 677019.9739)
C12	37.037	558.451	N14° 24' 41.51"E	(1765189.6215, 677074.7045)	(1765189.6215, 677074.7045)
C13	89.595	507.582	N07° 27' 17.50"E	(1765208.8677, 677110.7043)	(1765208.8677, 677110.7043)
C14	51.305	160.005	N06° 47' 15.99"W	(1765224.0981, 677285.8876)	(1765224.0981, 677285.8876)
L1	1.839		N31° 57' 49.17"E	(1765205.0342, 676470.9438)	(1765205.0342, 676470.9438)
L2	27.847		N33° 10' 37.34"E	(1765212.9904, 676483.4349)	(1765212.9904, 676483.4349)
L3	12.701		N21° 10' 08.06"E	(1765252.3892, 676553.7844)	(1765252.3892, 676553.7844)
L4	49.427		S35° 16' 02.05"W	(1765238.0850, 676575.7651)	(1765238.0850, 676575.7651)
L5	28.825		N88° 37' 13.33"W	(1765178.0004, 676520.2717)	(1765178.0004, 676520.2717)
L6	3.377		N61° 11' 54.81"W	(1765078.9621, 676542.3369)	(1765078.9621, 676542.3369)
L7	15.901		S80° 15' 21.31"E	(1765004.5596, 676598.4342)	(1765004.5596, 676598.4342)
L8	10.007		N65° 34' 50.40"E	(1765190.1951, 676577.3276)	(1765190.1951, 676577.3276)
L9	28.415		N65° 34' 50.40"E	(1765199.3066, 676581.4645)	(1765199.3066, 676581.4645)
L10	48.241		N16° 23' 43.03"E	(1765225.1796, 676593.2115)	(1765225.1796, 676593.2115)
L11	54.475		N14° 27' 21.77"W	(1765238.2316, 676637.5718)	(1765238.2316, 676637.5718)
L12	84.343		N33° 06' 55.33"W	(1765216.8307, 676708.2064)	(1765216.8307, 676708.2064)
L13	70.141		N14° 02' 48.13"E	(1765151.9673, 676886.5369)	(1765151.9673, 676886.5369)
L14	58.880		N10° 03' 53.66"E	(1765174.6541, 676961.0941)	(1765174.6541, 676961.0941)
L15	30.228		N16° 18' 41.32"E	(1765191.1319, 677045.6937)	(1765191.1319, 677045.6937)
L16	0.138		N12° 30' 41.70"E	(1765208.8377, 677110.5693)	(1765208.8377, 677110.5693)
L17	86.537		N02° 23' 53.20"E	(1765220.4771, 677198.4265)	(1765220.4771, 677198.4265)

**LEGEND**

(Symbol)	ASPHALT PAVEMENT
(Symbol)	CONCRETE PAVEMENT
(Symbol)	CONCRETE APPROACH SLABS
(Symbol)	EXPOSED AGGREGATE
(Symbol)	BRIDGE STRUCTURE
(Symbol)	HANDRAILS
(Symbol)	MWS BUFFER (WETLAND_Z5)
(Symbol)	MWS BUFFER (ZONE 1)
(Symbol)	MWS BUFFER (ZONE 2)
(Symbol)	FLOODWAY
(Symbol)	100-YR FLOODWAY
(Symbol)	PROPERTY LINE

Z:\Drawings\_PARKS165001\_1\Draw\_Misc\_Construction\CADD\_SHEET\948-99-Proposed Layout.dwg