

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

Project No. F-1-4(17)  
Tract No. Multiple  
Davidson County  
Request No. 6827

10 years  
No cost for public use  
Add condition that asbestos containing utility conduits cannot be disturbed.

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as “State”) and the **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE** (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the Licensed Premises for general cleaning and improvement and thereafter to maintain and operate as a publicly open space providing connectivity beneath State Route to adjoining properties beneath the State Route 1 (U.S. 70S) (Broadway) bridge, as more specifically described in Exhibit A and depicted in Exhibit B attached hereto and made part of this License (hereinafter the “Licensed Premises”); and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions, including that the asbestos containing utility conduits in or on the Licensed Premises cannot be disturbed.

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 for general cleaning and improvement and thereafter to maintain and operate as a publicly open space providing connectivity beneath State Route to adjoining properties beneath the State Route 1 (U.S. 70S) (Broadway) bridge (hereinafter referred to as the “Improvements”), based upon Licensee’s stipulation and agreement that it will not disturb the asbestos containing utility conduits in or on the Licensed Premises.
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 ten (10) year, renewable license which shall begin on \_\_\_\_\_, 2021, and shall end on \_\_\_\_\_, 2031.
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, the State 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 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 a permitted 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:**

The Metropolitan Government of  
Nashville and Davidson County, TN  
Metro Courthouse, One Public Square  
Nashville, TN 37201

**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Suite 700, James K. Polk Bldg.  
505 Deaderick Street  
Nashville, TN 37243-0337

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

LICENSEE:

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

BY: \_\_\_\_\_  
John Cooper, Mayor

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

License Agreement  
Request No. 6827

ATTEST:

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

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

APPROVED AS TO AVAILABILITY OF FUNDS:

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

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

APPROVED AS TO RISK AND INSURANCE:

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

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

APPROVED AS TO FORM AND LEGALITY:

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

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

**STATE OF TENNESSEE**

BY: \_\_\_\_\_  
Clay Bright, Commissioner  
Tennessee Department of Transportation

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

APPROVED AS TO FORM AND LEGALITY:

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

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

## EXHIBIT "A"

License Agreement  
by and between  
State of Tennessee and The Metropolitan Government  
of Nashville and Davidson County, Tennessee

Being a certain tract of land lying in the 19<sup>th</sup> Council District of Nashville, Davidson County, Tennessee. Said tract is located in the right-of-way of Broadway at the intersection of the CSX Railroad, and being more particularly described, by metes and bounds, as follows:

Beginning at a point in the southerly right-of-way line of Broadway at the intersection of the CSX Railroad and being the southwesterly corner of the herein described property;

Thence, crossing beneath said Broadway, with said CSX, north 21 degrees 37 minutes 28 seconds west, 95.11 feet to a point at the southwesterly corner of the SWVP Nashville Park, LLC, of record as deed instrument number 20180329-0029727, R.O.D.C.T. (Register's Office for Davidson County, Tennessee) and shown as open space on the plat entitled, Nashville Yards Subdivision, CSX Property, of record as plat instrument number 20180306-0021220, R.O.D.C.T.;

Thence, leaving said CSX with the northerly right-of-way line of Broadway, north 62 degrees 43 minutes 49 seconds east, 101.04 feet to a point at the southeasterly corner of SWVP Nashville Hotell, LLC, of record as deed instrument number 20180119-005748, R.O.D.C.T. and shown as Lot 1 on the plat entitled, Nashville Yards Subdivision, Revision 1, Lot 1, of record as plat instrument number 20180525-0050193, R.O.D.C.T.;

Thence, continuing with the northerly right-of-way of Broadway, north 61 degrees 50 minutes 02 seconds east, 138.55 feet to a point;

Thence, leaving said Lot 1 and crossing beneath the right-of-way of Broadway, south 28 degrees 09 minutes 58 seconds east, 95.84 feet to a point in the southerly right-of-way line of Broadway at the northeasterly corner of Metro Government of Nashville and Davidson County, of record in deed book 6681, page 591, R.O.D.C.T.

Thence with the southerly line of said Broadway and said Metro Government of Nashville and Davidson County, for the next five calls:

- 1) South 62 degrees 30 minutes 17 seconds west, 136.94 feet to a point;
- 2) North 27 degrees 01 minutes 16 seconds west, 3.29 feet to a point;
- 3) South 62 degrees 30 minutes 17 seconds west, 62.20 feet to a point;
- 4) South 27 degrees 27 minutes 35 seconds east, 3.29 feet to a point;
- 5) South 62 degrees 30 minutes 17 seconds west, 51.31 feet to the point of beginning and containing 23,013 square feet or 0.53 acres, more or less.

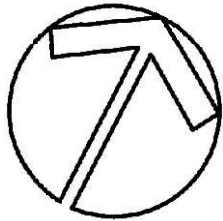
License Agreement  
Request No. 6827

## EXHIBIT "B"

License Agreement  
by and between  
State of Tennessee and The Metropolitan Government  
of Nashville and Davidson County, Tennessee

(SEE ATTACHED DEPICTION)

# Metro Nashville / Under Broadway Bridge Request 6827 Requesters Survey



DATE	AUGUST 7, 2020
DESIGNED:	TJS
DRAWN:	TJS
SCALE:	1" = 40'
JOB NO.	15150
WK. ORDER	0389

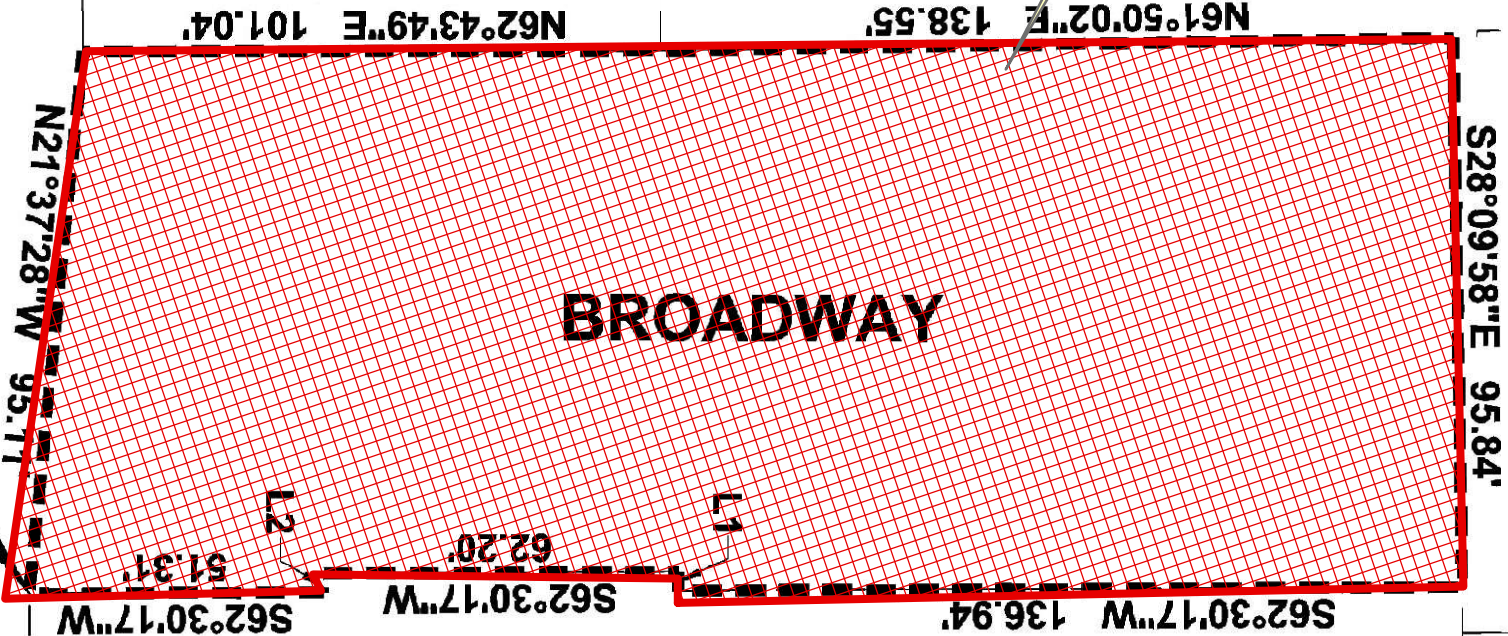
MAP 93-09-09, PARCEL 326  
SWP NASHVILLE AND  
DEED INSTRUMENT  
NO. 20180119-0005748,  
R.O.D.C.T.

**Request Area**

LOT 1  
HILLE YARDS SUBDIVISION  
REVISION 1, LOT 1  
AT INSTRUMENT NUMBER  
0525-0050193, R.O.D.C.T.

AP 93-09-D, PARCEL 9  
MP NASHVILLE PARK LLC  
DEED INSTRUMENT  
O. 20180329-0029727,  
R.O.D.C.T.

PAGE/P.U.D.E./PUBLIC ACCESS  
EASEMENT  
HILLE YARDS SUBDIVISION  
CSX PROPERTY  
PLAT INSTRUMENT  
O. 20180306-0021220,  
R.O.D.C.T.



**POINT OF BEGINNING**  
**CSX RAIL ROAD**

**UNION STATION**  
1001 BROADWAY,  
NASHVILLE, DAVIDSON COUNTY  
TENNESSEE  
**EXHIBIT**

MAP 93-09, PARCEL 326  
METRO GOVERNMENT  
OF NASHVILLE AND  
DAVIDSON COUNTY  
DEED BOOK 6681, PAGE 591,  
R.O.D.C.T.

LINE	BEARING	D
L1	N27°01'16"W	
L2	S27°27'35"E	

**Map Information**

Requestor: Metro Nashville  
County: Davidson  
Federal No: N/A  
State No: F-1-4(17)  
Tract No: Multi  
QuadMap: 308-NE

