

**TENNESSEE DEPARTMENT OF TRANSPORTATION
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT
FOR LANDSCAPING WITHIN HIGHWAY RIGHT-OF-WAY**

The State of Tennessee, Tennessee Department of Transportation (“TDOT”), hereby grants this special permit for the use of State property to install and maintain landscaping under the following terms and conditions:

PERMITTEE: Metropolitan Department of Water & Sewerage Services,
Metropolitan Government of Nashville and Davidson County

CONTACT: Mike Jameson
Urban Forestry Coordinator
Metropolitan Government of Nashville and Davidson County
(615) 862-4508

AUTHORIZED USE: Install and maintain landscaping at the stated locations in accordance with revised plans for the east sector of the project, attached hereto as Attachment “A” and incorporated herein by reference.

LOCATION OF PREMISES: 1161-1691 Murfreesboro Pike
Nashville, Tennessee 37217

DATE: Installation of landscaping is scheduled February 1, 2026 through March 31, 2026.

STANDARD TERMS AND CONDITIONS

1. A. PERMITTEE shall assume all liability for claims arising out of conduct on the part of the PERMITTEE for which it would be liable under either the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq., if a State of Tennessee entity, or the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et seq., if a local government entity, for up to the limits for which it can be held liable for such conduct under the applicable act, arising from its use of the Premises.

- B. In addition, PERMITTEE shall require that any contractor of PERMITTEE that performs any work on the State's property, including any installation, maintenance, or operation of the authorized use, 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 and 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.
- C. All volunteers involved shall sign liability releases to be kept by PERMITTEE, with copies to be provided upon request to TDOT.
2. Prior to commencing the work authorized herein, PERMITTEE shall obtain any other permits or approvals required by federal, state or local laws, and shall notify any utility company affected by this project. PERMITTEE shall be financially responsible for any relocation or replacement of such utilities.
 3. Prior to commencing the work authorized herein, PERMITTEE shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of T.C.A. § 65-31-101 et seq. are met.
 4. Access to the Premises shall only be at those points that have been previously approved by TDOT. Equipment and vehicles shall be confined to unpaved portions of the Premises.
 5. PERMITTEE shall not cut any tree or similar vegetation that has a trunk over four inches in diameter, except for dead and dying trees currently in median.
 6. PERMITTEE shall not cut any flowering trees regardless of size.
 7. All work on the Premises shall be performed in compliance with current TDOT Standard Specifications for Road and Bridge Construction, TDOT Landscape

Design Guidelines, and TDOT Standard Drawings, in addition to applicable federal, state and local law and regulations.

8. PERMITTEE must obtain prior written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in this permit, including any attachments hereto.
9. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways adjoining the Premises. PERMITTEE 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 PERMITTEE to stop work until proper traffic control is put in place.
10. While installation or maintenance of the landscaping is underway, TDOT may conduct inspections to ensure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the project may be inspected and approved by TDOT.
11. PERMITTEE shall be liable for any damage to state property resulting from the subject work, 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.
12. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way.
13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.

14. PERMITTEE will assume the maintenance obligations for each planted tree within the Premises, during which limited mowing and/or weed eating will be provided by PERMITTEE around each planted tree. TDOT's current mowing provisions will continue. Should any tree branches or brush obstruct passage of TDOT mowers, motorists, or pedestrians, TDOT reserves the right to cut such branches or brush with slope mowers or other equipment. TDOT reserves the right to remove the trees as needed. PERMITTEE's maintenance access will be accomplished in the same manner as access for the initial planting.
15. If the PERMITTEE fails to comply with any of the foregoing conditions, TDOT shall have the right to revoke this permit, and require the immediate vacation of the Premises by the PERMITTEE. The parties further understand and agree that this Permit is subject to suspension or revocation by the Department without liability whenever necessary for the conduct of maintenance or construction work to be performed by the Department. In the event of revocation, PERMITTEE must restore the Premises to its original condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.
16. The parties understand and agree that the PERMITTEE shall be responsible for maintenance of the completed installed landscaping and shall be responsible for the continuation of the aesthetics of the completed landscaped area including, without limitation, the replacement of landscaping within and regular maintenance of said area; otherwise, on written notification by TDOT, the landscaping will be removed and said area restored to its former condition in a timely manner, all at the expense of the PERMITTEE
17. PERMITTEE is responsible for all costs associated with the permitted work including installation and future maintenance. If PERMITTEE installs any sidewalks, bus stops, landscaping, drainage structures, or improvements outside the roadway pursuant to this Permit, PERMITTEE agrees to be responsible for all future maintenance of those sidewalks, bus stops,

landscaping, drainage structures, or improvements outside the roadway and any costs or liabilities associated with such installation or maintenance.

18. This permit is non-transferable.

19. This permit shall not be construed as a conveyance of any interest in real property.


20. All notices required to be given to TDOT under this Permit shall be sent to:

Luis Pizarra | Team Lead
District 37 Maintenance | Unit 3701
Region 3, Building I
6615 Centennial Blvd., Nashville, TN 37243
Office: (615)-350-2691
Cell: (615) 335-7209
Luis.pizarra@tn.gov

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this agreement.

STATE OF TENNESSEE
TENNESSEE DEPARTMENT OF TRANSPORTATION

BY: 
Nathan Vatter (Jan 16, 2026 14:47:04 CST)
REGIONAL ENGINEERING DIRECTOR DATE

APPROVED AS TO FORM:

REGIONAL ATTORNEY 01/16/2026
DATE

PERMITTEE:

Metropolitan Department of Water & Sewerage Services,
Metropolitan Government of Nashville and Davidson County

DocuSigned by:
BY: Scott Potter 1/15/2026
994E7D0AE02B458... DATE

TITLE: Director, Water and Sewerage Services

CONTRACTOR:

Tennessee Tree and Shrub, LLC

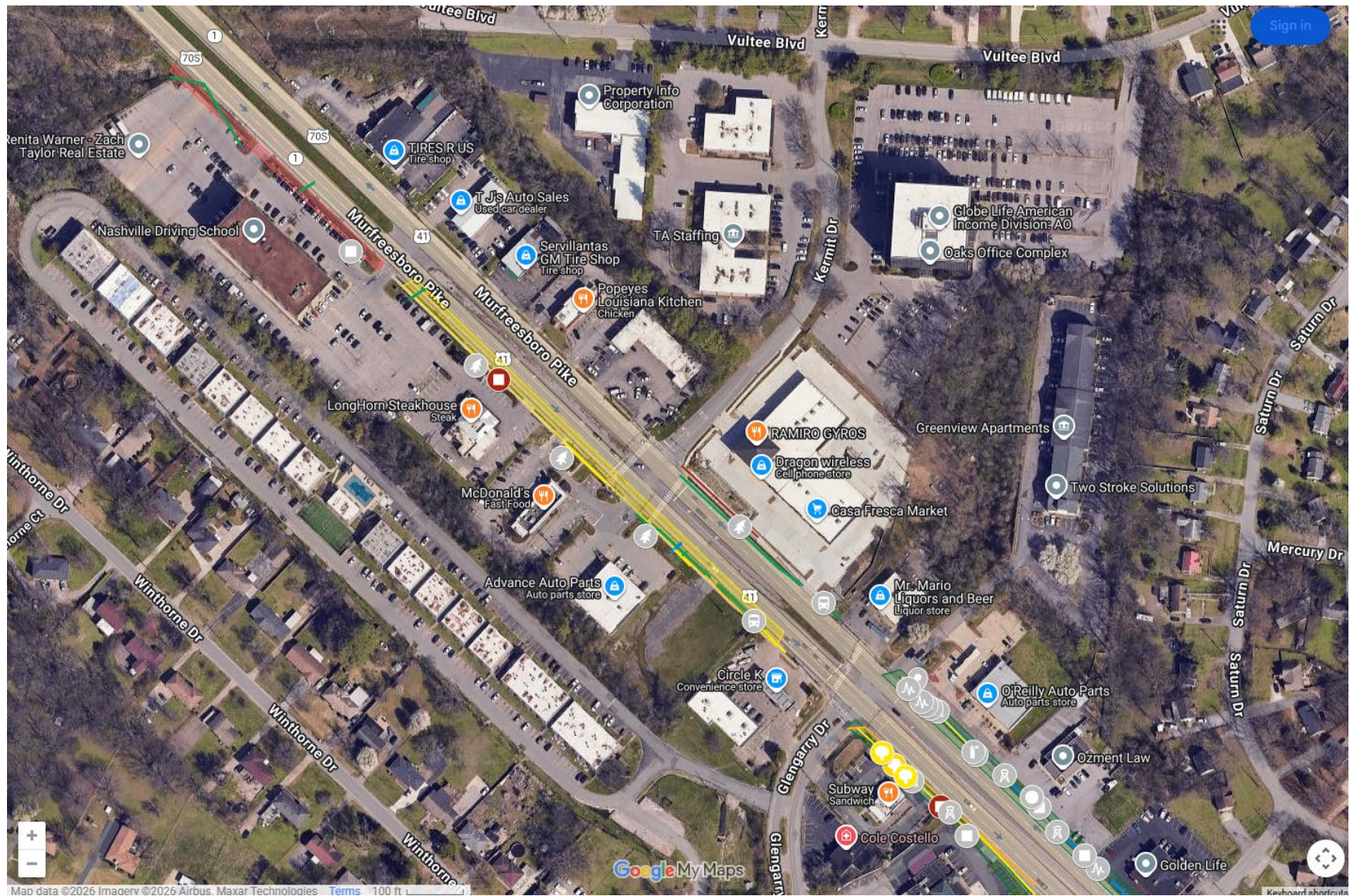
Signed by:
BY: BM 1/15/2026
09B551FA5A74MB5 DATE

(to be signed only when bond and/or certificate
of general liability insurance is furnished by
Contractor) By signing this Permit, Contractor
agrees to be bound by the terms and conditions
herein.

TITLE: President

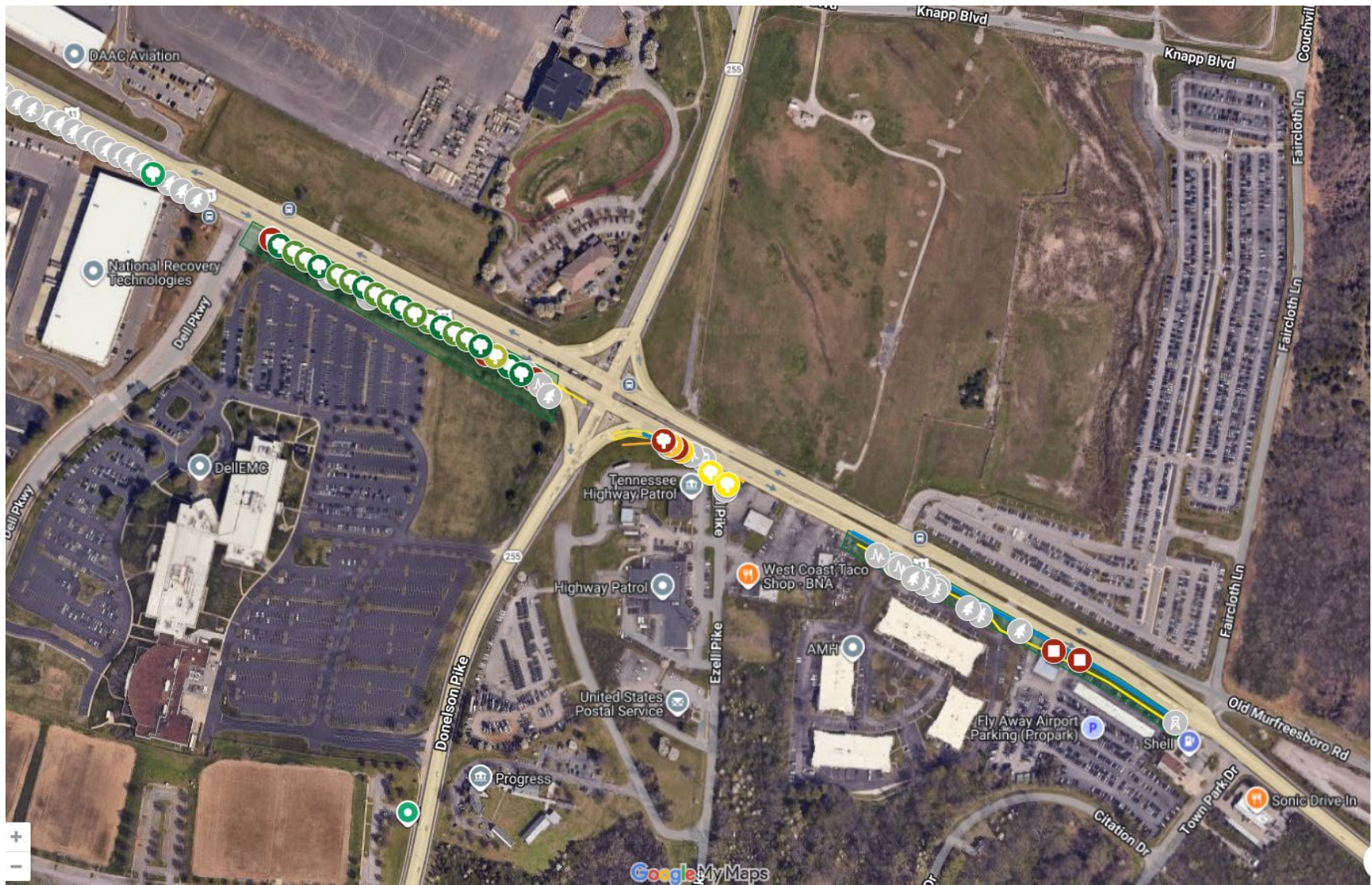
Attachment A

<https://www.google.com/maps/d/u/0/edit?mid=1CPdkYG8chvN-8eArKPIJEKvmVhZPuVE&ll=36.11436901663076%2C-86.69933442302127&z=14>



























Trees



-  Chinese pistache
-  Trident maple
-  Ginkgo biloba
-  Persian ironwood
-  American basswood
-  Bald cypress
-  American yellowwood
-  American smoketree
-  Sweetbay magnolia
-  Pin oak
-  Nuttall oak
-  Kentucky coffeetree
-  Overcup oak
-  Kousa dogwood
-  Common serviceberry
-  Bur oak

Estimated Averages – urban plantings

Species	Avg DBH at Maturity (inches)	Avg Crown Spread (feet)
Persian ironwood (<i>Parrotia.persica</i>)	10–14"	18–25'
Trident maple (<i>Acer.buergerianum</i>)	10–13"	20–25'
Chinese pistache (<i>Pistacia.chinensis</i>)	12–16"	25–30'
Common serviceberry (<i>Amelanchier.sppj</i>)	6–9"	15–20'
Kousa dogwood (<i>Cornus.kousa</i>)	7–10"	18–22'
Bald cypress (<i>Taxodium.distichum</i>)	18–24"	25–30'
American smoketree (<i>Cotinus.obovatus</i>)	8–12"	20–25'
Ginkgo biloba (male)	14–20"	25–30'
American basswood (<i>Tilia.americana</i>)	18–24"	30–35'
Flowering crabapple (<i>Malus.sppj</i>)	6–9"	15–20'
Sweetbay magnolia (<i>Magnolia.virginiana</i>)	10–14"	18–25'
American yellowwood (<i>Cladrastis.kentukea</i>)	12–16"	25–30'
American fringetree (<i>Chionanthus.virginicus</i>)	6–9"	15–20'
Nuttall oak (<i>Quercus.texana</i>)	18–24"	30–35'
Pin oak (<i>Quercus.palustris</i>)	16–22"	28–35'
Bur oak (<i>Quercus.macrocarpa</i>)	20–26"	30–40'
Kentucky coffeetree (<i>Gymnocladus.dioicus</i>)	14–20"	25–35'
Overcup oak (<i>Quercus.lyrata</i>)	18–24"	30–35'

East sector planting quantity: 56 trees



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shannon Insurance Agency Inc P.O. Box 367 Portland TN 37148		CONTACT NAME: Paul L. Fuqua PHONE (A/C, No, Ext): (615)325-3754 E-MAIL ADDRESS: paulfuqua@bellsouth.net FAX (A/C, No): (615)325-4488																						
INSURED Tennessee Tree And Shrub Inc Bryan Shelton 105 Coachlight Ct Hendersonville TN 37075-2478		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Erie Insurance Exchange</td><td>26271</td></tr><tr><td>INSURER B :</td><td>Pie Insurance</td><td>22981</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Erie Insurance Exchange	26271	INSURER B :	Pie Insurance	22981	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	Q39-0750809	03/07/2026	03/07/2027	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1000000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1000000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1000000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2000000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2000000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1000000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1000000	MED EXP (Any one person)	\$ 5000	PERSONAL & ADV INJURY	\$ 1000000	GENERAL AGGREGATE	\$ 2000000	PRODUCTS - COMP/OP AGG	\$ 2000000		\$
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	N	WC PI 719479-000	2/20/2026	2/20/2027	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 100000	E.L. DISEASE - POLICY LIMIT	\$ 500000					
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E.L. DISEASE - POLICY LIMIT	\$ 500000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TDOT 6601 Centennial Blvd, Nashville, TN 37243 is an additional Insured on the tree planting project on Murfreesboro Pike.

CERTIFICATE HOLDER**CANCELLATION**

TN DEPARTMENT OF TRANSPORTATION 6601 Centennial Blvd Nashville, TN 37243	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: Email: Mike.Jameson@nashville.gov

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ACORD 25 (2016/03)

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