



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**REGION 3 RIGHT OF WAY DIVISION**  
6601 CENTENNIAL BOULEVARD  
NASHVILLE, TENNESSEE 37243-0360  
(615) 350-4200

**BUTCH ELEY**  
COMMISSIONER

**BILL LEE**  
GOVERNOR

**CERTIFIED MAIL**

5-3-2023

Nashville Department of Transportation and Multimodal Infrastructure  
Casey Hopkins  
750 South Fifth Street  
Nashville, TN. 37206  
615-880-1676  
Casey.hopkins@nashville.gov

**Re: Lease / License Agreement**

**Request No. 7087**  
**Project: NH/HPP-I-40-4(77), 19006-3121-44**  
**County: Davidson**  
**Tract: Multi**

Enclosed you will find **two (2)** copies of the License / Lease, which has been prepared for the above referenced project. Please obtain the necessary signatures and **return both** to me for signature by the proper appointed authority. Please date your signatures but leave all other dates in the Agreement blank. One original copy will be retained by our office and the other returned to you for your records, after they are signed by the proper TDOT authority.

**\*\*I must have both (2) Legal sized Originals, signed and returned to me.**

**Mail to.**  
**Tennessee Department of Transportation**  
**Region 3 Right of Way Division**  
**6601 Centennial Blvd.**  
**Nashville, TN. 37243**  
**Attention; Bird Armstrong**

**Thank you**

A handwritten signature in blue ink, appearing to read "Jon Armstrong", written over a horizontal line.

Jon "Bird" Armstrong TDOT/Region 3/Excess Land Office  
(615) 350-4213  
Jon.Armstrong@tn.gov

## EXHIBIT A

### **NDOT MURAL DESCRIPTIONS**

There are 109+ unique sections of wall over a span of 2,117.28 feet. Each wall's height is a variation across the length. This is due to the ground elevation varying across this length. The average wall height is 16 feet. This gives a total wall surface area of approximately 33,929 ft<sup>2</sup> or 0.78 Acres.

### **This is a description from right to left**

The right-hand side (In front of Harvest Hands)

# Athens of the South

**Multicolor background/Columns**

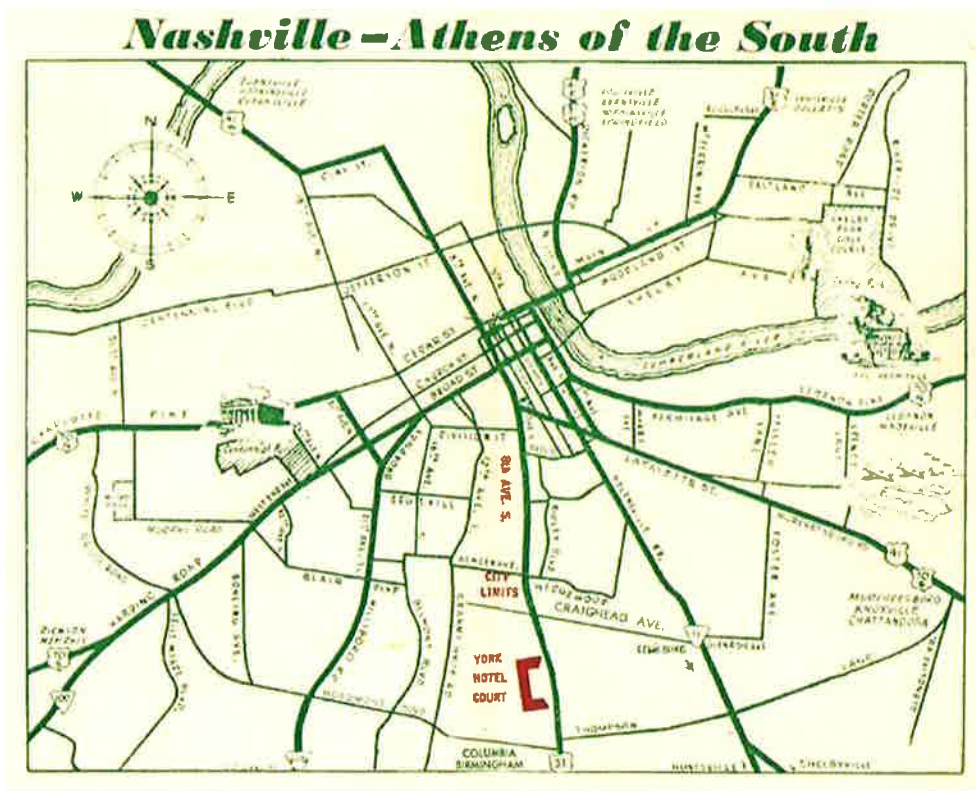
**Sections: 1-14**

**Height:8ft (two center blocks)**

Next will be an Old school Map of the original Map of South Nashville (box build up of south nashville streets)

6:05 ● ● ▲ ▶ •

LTE  



**Sections:15 &16**

# Height: 12ft

Cumberland River

10:38

LTE



# Sections: 17-19

# Height: 10 ft

Battle of Nashville/ Fort Negley

11:16



# Sections:20-24

## Height:12ft

Section 25-27 Paint by Numbers 6ft Maps, Boats, Color Patterns

Original Broadway

10:36

LTE



# Sections:28-32

## Height: 12ft

Original General Hospital Pic

11:14



**Sections: 33-36**

**Height: 12ft**

Section: 37 Paint by number color patterns 6ft

J.W. Price Fire hall



Flickr

Visit

J.W. Price Fire Hall (Nashville, Tennessee) | Old J.W. Price... [...]

Get this image on: [Flickr](#) | [License details](#)

Discover

Search

Collections

**Sections: 38-39**

**Height: 12ft**



Meharry Medical College (original hospital and logo) Logo

7:01



**Sections:40-41**

**Height: 12ft**

HBCU/ tsu

5:47 ● ● ▲ ▶ •

LTE  



**Sections: 42-45**

**Height: 12ft**

**Paint by number 6ft fire trucks, stethoscope, cars, boats, thermometer**

**SIDE**

## Sections:46-51

## Height: 12-16ft

This space is located right before the bridge opening.  
This space is located right after the bridge opening.

# SOUTH

## Sections:52-59

## Height: 12-26ft

John Lewis



## Sections: 60-61

**Height: 12ft**

Jubilee Singers



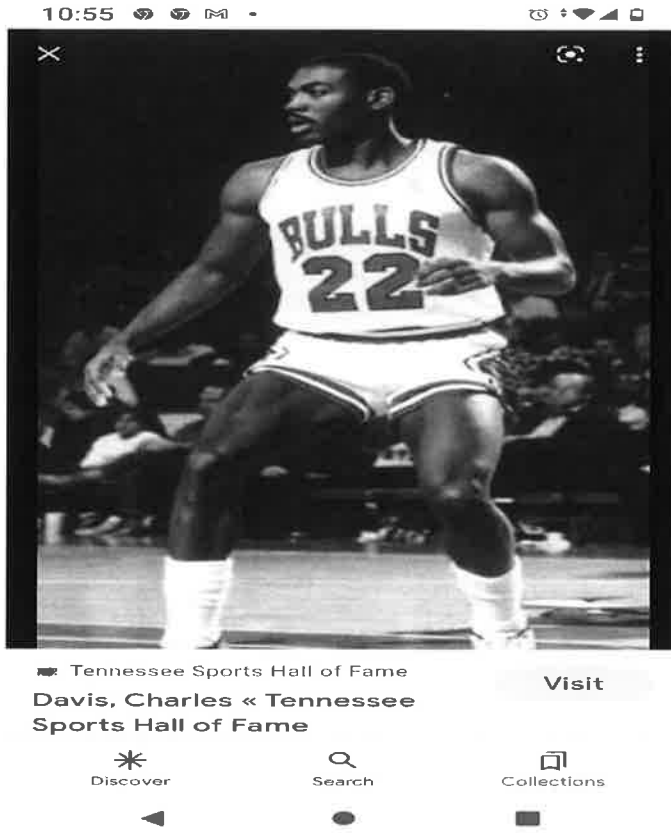
**Sections:62-66**

**Height: 12ft**

Children's paint by numbers; murals of microphones and music notes; piano keys

**Sections:67-68**

**Height:6ft**



**Sections:69-70**

**Height:6ft**

Paint by numbers: Sports, basketball theme

**Sections:71-73**  
**Height:6ft**

JC Napier



**Sections:74-75**  
**Height: 6ft**

Children savvy murals of books, educational things; paint by numbers, justice scale

**Sections: 76-78**  
**Height:6ft**

Oprah Winfrey

**Sections: 79-80**

**Height: 6ft**

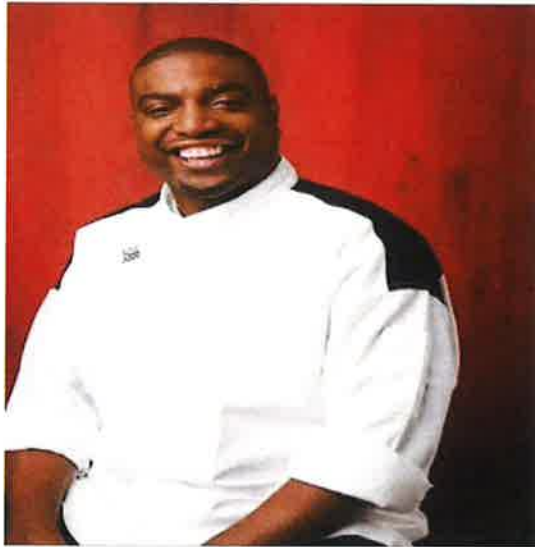
Paint by numbers: Televisions, books, microwave

**Sections:81-85**  
**Height:6ft**

Sterling Wright (Celebrity Chef from the community)

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**Sterling Wright**



**Sections:86-87**  
**Height:6ft**

Children's savvy murals of cooking utensils, plates, forks, knives, wisks, apron



**Sections:88-91**

**Height:6ft**

Bishop Judy A. Johnson (Pastor from the community 40+ years of service)

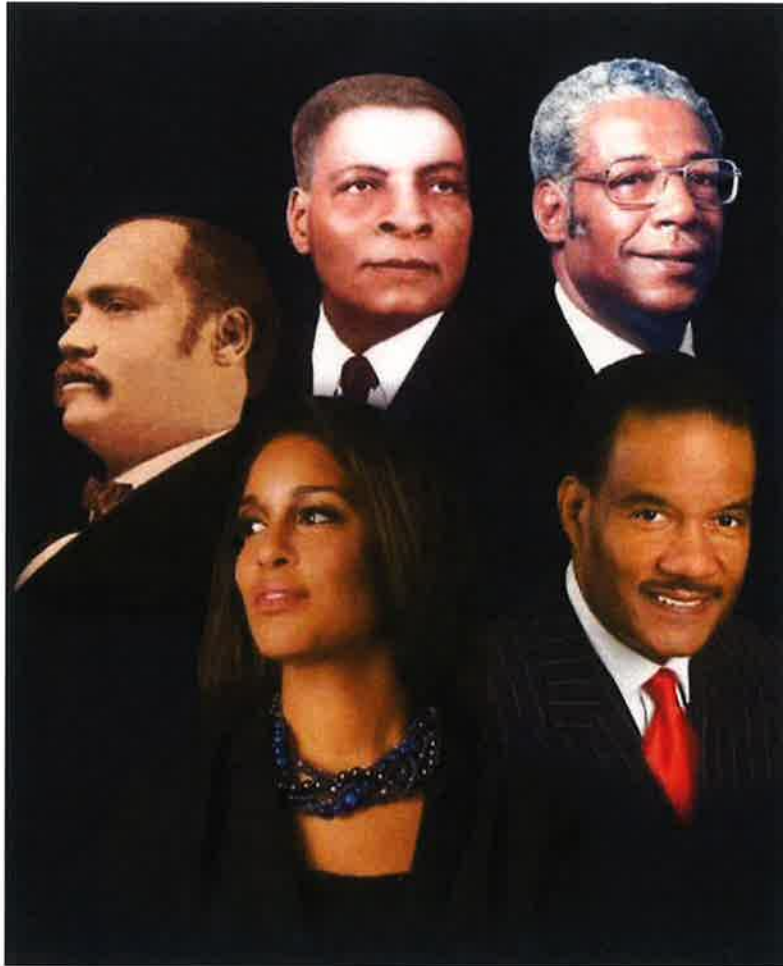


**Sections:92-93**

**Height:6ft**

Children's savvy murals of encouraging words: love, peace, joy, happy, empowered, what does community mean to them

**Sections: 94-97**  
**Height: 6ft**



Boyd Publishing Legacy First Black Bank, Paint by numbers, print station, money, education, books

**Sections:98-105**

**Height: 12ft murals/6ft paint by numbers**



King, Sr Hollis, first black Silver Smith

**Sections: 105-106**

**Height: 12ft mural/6ft paint by number**

Paint by numbers black smith tools



**Charlie Pride**

**Sections:107-109**

**Height: 12ft mural/ 6ft Paint by  
number**

Paint by numbers Musical instruments



**Wilma Rudolph**  
**Sections:110-113**  
**Height: 12ft**

End of Wall: Colorful  
Nashville Elite Giants, Negro Baseball League



Jim Gilliam Baseball player from Nashville,

**Sections:110-113**

**Height: 12ft murals/ 6ft paint by numbers color  
patterns**



# Metropolitan Nashville and Davidson County, TN

## Legislation Details (With Text)

|                       |   |                      |                      |
|-----------------------|---|----------------------|----------------------|
| <b>File #:</b>        | RS2022-1629   | <b>Name:</b>         |                      |
| <b>Type:</b>          | Resolution  | <b>Status:</b>       | Passed               |
| <b>File created:</b>  | 6/23/2022   | <b>In control:</b>   | Metropolitan Council |
| <b>On agenda:</b>     | 7/5/2022  | <b>Final action:</b> | 7/5/2022             |
| <b>Title:</b>         | A resolution supporting the artwork and project "Athens of the South", which will be placed on the State of Tennessee, Department of Transportation's I-40 noise barrier located along Carroll Street and approving an application for a license agreement between the Metropolitan Government of Nashville and Davidson County and the State of Tennessee, Department of Transportation. |                      |                      |
| <b>Sponsors:</b>      | Freddie OConnell, Burkley Allen, Zach Young   |                      |                      |
| <b>Indexes:</b>       |   |                      |                      |
| <b>Code sections:</b> |   |                      |                      |
| <b>Attachments:</b>   | 1. Exhibit A, 2. Exhibit B, 3. Proposed Substitute - RS2022-1629 - O'Connell  |                      |                      |

| Date      | Ver. | Action By                                   | Action                     | Result |
|-----------|------|---|----------------------------|--------|
| 7/7/2022  | 1    | Mayor                                       | approved                   |        |
| 7/5/2022  | 2    | Metropolitan Council                        | adopted                    |        |
| 7/5/2022  | 1    | Transportation and Infrastructure Committee | approved with a substitute |        |
| 7/5/2022  | 1    | Budget and Finance Committee                | approved with a substitute |        |
| 7/5/2022  | 1    | Metropolitan Council                        | substituted                |        |
| 6/28/2022 | 1    | Metropolitan Council                        | filed                      |        |

A resolution supporting the artwork and project "Athens of the South", which will be placed on the State of Tennessee, Department of Transportation's I-40 noise barrier located along Carroll Street and approving an application for a license agreement between the Metropolitan Government of Nashville and Davidson County and the State of Tennessee, Department of Transportation.

WHEREAS, The Claiborne Family of Faith Worship Center is applying for an Arts Build Community Grant to paint a mural on the State of Tennessee, Department of Transportation's I-40 noise barrier, located along Old Hermitage Avenue and Carroll Street, Nashville, TN, 37210; and,

WHEREAS, Per the State of Tennessee, Department of Transportation's ("TDOT") rules, a resolution of support is required to apply for a state license for Transportation Art, art painted on TDOT's highway features; and,

WHEREAS, The project will be historical of the community, Nashville, and Tennessee, and will not involve building or modifying a structure or any other work that will be done on state right-of-way; and,

WHEREAS, The conceptual plans, attached hereto as Exhibit A, show the exact mural that will be facing the street; and,

WHEREAS, Proposals for Transportation Art must be requested and submitted by the local government and not a non-governmental entity, and the local government must enter into a license agreement with TDOT; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville and Davidson County that

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**File #:** RS2022-1629, **Version:** 2

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this art project is supported and that the license agreement is approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the proposed project "Athens of the South", Exhibit A, attached hereto and incorporated herein, is hereby supported by the Metropolitan Council.

Section 2. That the application for a license agreement between the Metropolitan Government and the State of Tennessee, Department of Transportation is hereby approved and the Metropolitan Government is authorized to enter into a license agreement with the State of Tennessee for this purpose.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution supports the artwork and project "Athens of the South", which will be placed on the Tennessee Department of Transportation (TDOT) I-40 noise barrier located along Carroll Street. The resolution also approves a license agreement between TDOT and the Metropolitan Government.

The Claiborne Family of Faith Worship Center is applying for an Arts Build Community Grant to paint a mural on TDOT's I-40 noise barrier located along Old Hickory Boulevard and Carroll Street. TDOT rules require a resolution of support to accompany an application for a state license agreement for Transportation Art painted in TDOT's highway features. Proposals for Transportation Art must be requested and submitted by the local government and cannot be submitted by non-governmental entities. The local government must also enter into a license agreement with TDOT.



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

Project Nos. NH/HPP-I-40-4(77)  
19006-3121-44  
Tract Nos. Multiple  
Davidson County  
Request No. 7087

**LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as the “State”) and the NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE (hereinafter referred to as “Licensee”).

WHEREAS, Licensee desires to use a portion of the sound wall along I-40 on Carroll Street from Charles E. Davis Boulevard to 1<sup>st</sup> Avenue (hereinafter referred to as the “Licensed Premises”) to install, operate, and maintain transportation artwork on the Carroll Street-facing side of the existing sound wall along I-40 being more specifically described 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, operate, and maintain transportation artwork on the Carroll Street-facing side of the existing sound wall along I-40 (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 ten (10) year, renewable license which shall begin on \_\_\_\_\_, \_\_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_.
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

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6. **MAINTENANCE** – The costs of any installation, maintenance, and operation of the Improvements shall be at the sole expense of Licensee. In accordance with paragraph 18, should any future repairs, maintenance, or work required of the sound wall and Licensed Premises affect the Licensee's Improvements, restoration of the Improvements shall be the sole responsibility and 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, maintenance, 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.

License Agreement  
Request No. 7087

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 Tenn. Code Ann. § 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.

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- 17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements installed, operated, 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:**

Nashville Department of  
Transportation and Multimodal  
Infrastructure  
Casey Hopkins  
750 South 5<sup>th</sup> Street  
Nashville, TN 37206


**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson, Excess Land Manager  
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:


**NASHVILLE DEPARTMENT OF TRANSPORTATION  
AND MULTIMODAL INFRASTRUCTURE**

DocuSigned by:  
  
\_\_\_\_\_  
CCA6046554B9461...  
Name and title  
NDOT  
750 South 5<sup>th</sup> Street  
Nashville, TN 37206

NDOT Director

DATE: 5/3/2023

**APPROVED AS TO FORM  
AND LEGALITY:**

DocuSigned by:  
  
\_\_\_\_\_  
D4F54A6845BB454...  
Attorney for Licensee

DATE: 5/26/2023

License Agreement  
Request No. 7087

**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: \_\_\_\_\_

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

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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 \_\_\_\_\_, \_\_\_\_\_ and shall end on \_\_\_\_\_, \_\_\_\_\_.
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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.

License Agreement  
Request No. 7087

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 Tenn. Code Ann. § 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.



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- 17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements installed, operated, 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:**

Nashville Department of  
Transportation and Multimodal  
Infrastructure  
Casey Hopkins  
750 South 5<sup>th</sup> Street  
Nashville, TN 37206

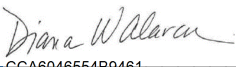
**TO THE STATE:**

State of Tennessee  
Department of Transportation  
Brian Dickerson, Excess Land Manager  
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.

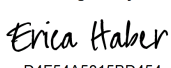
LICENSEE:

**NASHVILLE DEPARTMENT OF TRANSPORTATION  
AND MULTIMODAL INFRASTRUCTURE**

DocuSigned by:  
  
 NDOT Director  
CGA6048554B9461...  
 \_\_\_\_\_  
 Name and title  
 NDOT  
 750 South 5<sup>th</sup> Street  
 Nashville, TN 37206

DATE: 5/3/2023

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:  
  
 \_\_\_\_\_  
 Attorney for Licensee

DATE: 5/26/2023

License Agreement  
Request No. 7087

**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: \_\_\_\_\_