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

Project No. 19074-3242-04
Tract No. Multiple
Davidson County
Request No. 7233

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____ day of _____, 20__ by and between the STATE OF TENNESSEE, acting by and through its Commissioner of Transportation (hereinafter referred to as the "State"), and THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, operate, and maintain transportation art under the SR-155/Briley Parkway bridge over Moorewood Drive 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 art (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 10-year, renewable license which shall begin on _____, 20___ and shall end on _____, 20___.

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, operation, and maintenance of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the State. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the State, the State shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the State.

B. If Licensee proposes to construct any improvement(s) over or under the roadway, Licensee shall submit detailed plans to the State for prior approval. If approved, Licensee shall install, operate, and maintain the improvement(s) in accordance with the approved plans and any additional standards established by the State, as set forth in Exhibit A hereto or as it may hereafter be amended. Whether an improvement(s) has been erected before or after this License Agreement, Licensee shall inspect the improvement(s) at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement(s) is structurally sound and maintained in accordance with the standards set by the State. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 CFR Part 650, as determined by the State. Licensee shall submit a copy of each inspection report to the State, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the State, and its contractors or agents, a right to enter to the Licensed Premises upon the State's request for the purpose of conducting an inspection of any improvement(s) made pursuant to this License Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement(s) identified in the Licensee's or the State's inspection. Any repair(s) made by Licensee are subject to approval by the State.

8. **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.

9. **FIRE HAZARD** – The Licensed Premises 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.

10. **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, operation, and maintenance 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

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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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

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16. **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 C.F.R. Part 1190; published in the Federal Register, July 26, 2011).

17. **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.

18. **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 C.F.R. 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).

19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.

20. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.

21. **ASSIGNMENT** – The License shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:	**TO THE STATE:**
Nashville Dep't of Transportation and Multimodal Infrastructure Attn: J.D. Lane 750 South 5th Street Nashville, Tennessee 37206	Department of Transportation Brian Dickerson, Excess Land Office James K. Polk Bldg., 6th Floor 505 Deaderick Street Nashville, Tennessee 37243

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

LICENSEE:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE NASHVILLE DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE

_____ DATE: _____

Freddie O'Connell, Mayor
The Metropolitan Government of Nashville and Davidson County

RECOMMENDED BY:

DocuSigned by:
Diana W. Alarcon
CCA6046554B9461...

DATE: 3/13/2024

Diana W. Alarcon, Director
Nashville Department of Transportation and Multimodal Infrastructure

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/mjw
62377A2A8742469...

DATE: 3/13/2024

Director of Finance
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Erica Haber
D4F54A5815BD454...

DATE: 3/13/2024

Assistant Metropolitan Attorney

ATTEST:

_____ DATE: _____

Metropolitan Clerk

STATE OF TENNESSEE

_____ DATE: _____

Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM AND LEGALITY:

_____ DATE: _____

John Reinbold, General Counsel
Tennessee Department of Transportation

Nashville Department of Transportation
Request 7233
Plans Cover Sheet

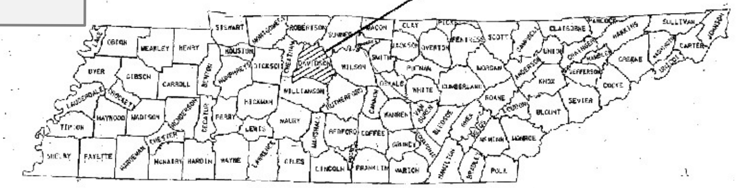
EXHIBIT A

Index Of Sheets (CONST.)
SEE SHEET 1A FOR INDEX

TENNESSEE D.O.T. DESIGN DIVISION

TENN.	YEAR	SHEET NO.
	1995	1
FED. AID PROJ. NO.		
STATE PROJ. NO.	19074-3242-04	

PROJECT NO. 19074-3242-04



DAVIDSON COUNTY

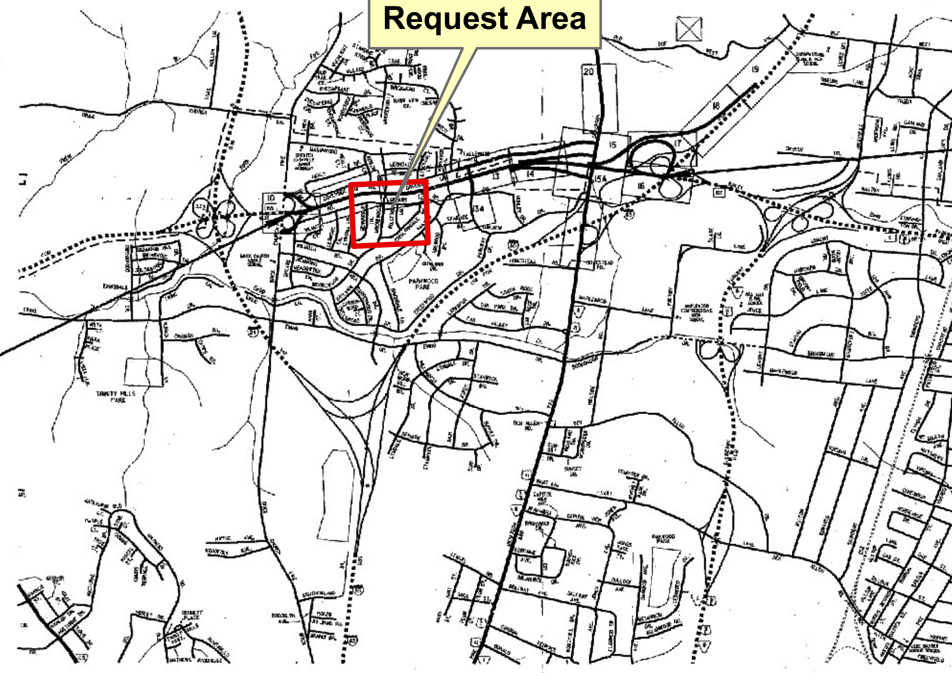
BRILEY PARKWAY (S. R. 155) FROM
BRICK CHURCH PIKE TO I-65

GRADE, DRAIN, RETAINING WALLS/NOISE WALLS,
BRIDGES, SIGNALIZATION, SIGNING AND MARKING

STATE HIGHWAY NO. 155 F.A.H.S. NO.

NO EQUATIONS
NO EXCLUSIONS

N



END PROJ. NO. 19074-3242-04 (CONST.)
STA. 200+25

BEGIN PROJ. NO. 19074-3242-04 (CONST.)
STA. 116+10

FREDERICK M. MILLER REGISTERED ENGINEER STATE OF TENNESSEE
9-21-95

APPROVED: DESIGN DIVISION

DATE:

APPROVED: COMMISSIONER

SCALE : 1" = 1500'

PRICES
BELOW

OF THE
DDITIONAL
IN

VIS PENDERGRASS

ROADWAY LENGTH		*1.526*	*MILES*
BRIDGE LENGTH		*0.067*	*MILES*
BOX BRIDGE LENGTH		*0.000*	*MILES*
PROJECT LENGTH		*1.593*	*MILES*

TRAFFIC DATA	
ADT (1995)	41,800
ADT (2015)	62,200
DHV (2015)	6,220
D	55-45
T (ADT)	6 %
T (DHV)	4 %
V	60 M.P.H.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

APPROVED:

DIVISION ADMINISTRATOR DATE

Map Information

Requestor: NDOT
County: Davidson
Federal No: N/A
State No: 19074-3242-04
Tract No: Multi
QuadMap: 308-NE

1 inch = 135 feet

0 37.5 75 150 225 300 Feet

N W E S

EXHIBIT A

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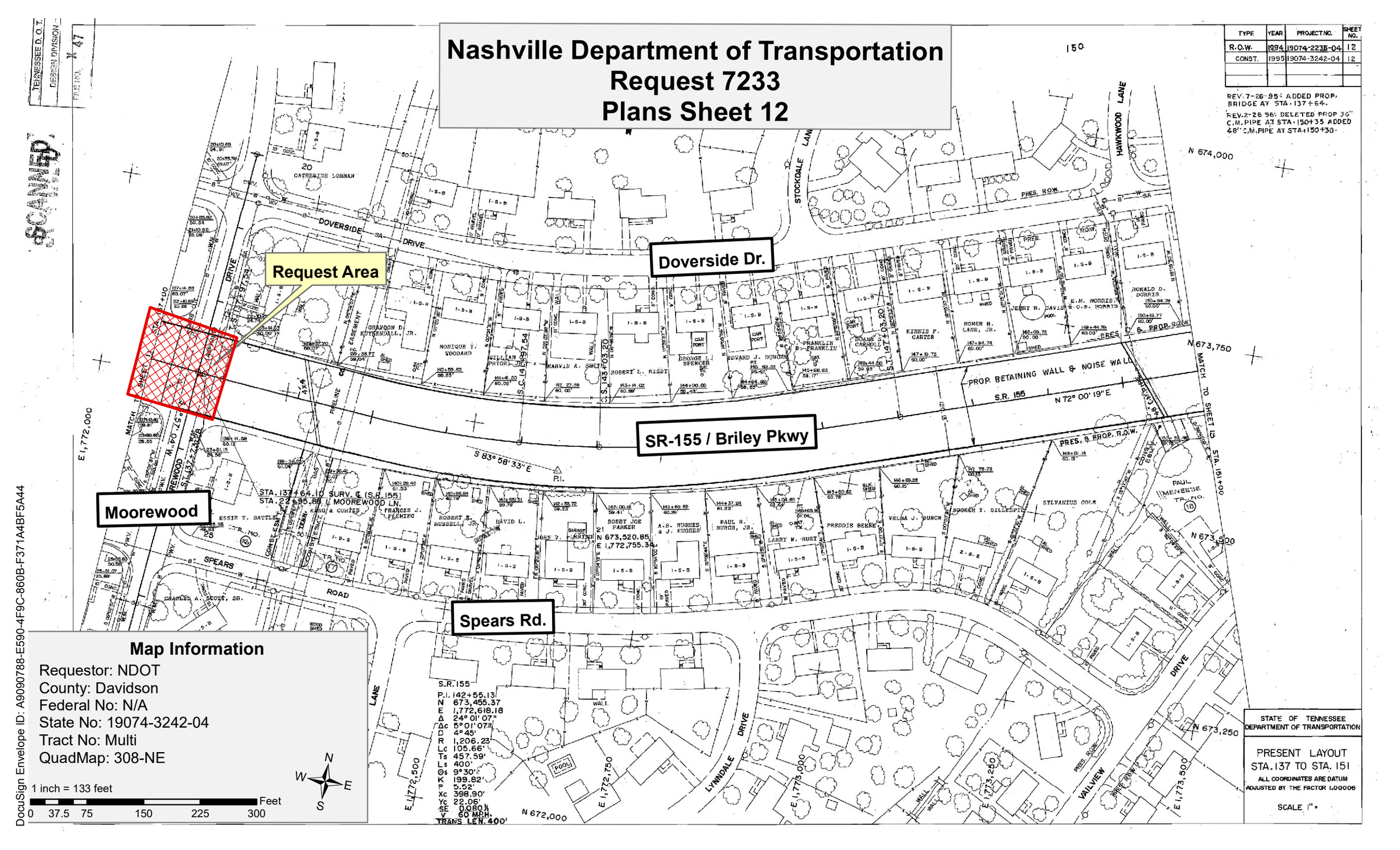
Nashville Department of Transportation
Request 7233
Plans Sheet 12



TYPE	YEAR	PROJECT NO.	SHEET NO.
R.O.W.	1994	19074-2235-04	12
CONST.	1995	19074-3242-04	12

REV. 7-26-95: ADDED PROP. BRIDGE AT STA. 137+64.

REV. 2-26 96: DELETED PROP 36" C.M. PIPE AT STA. 150+35 ADDED 48" C.M. PIPE AT STA. 150+30.

TENNESSEE D.O.T. DESIGN DIVISION FED. NO. N 47

SCANNED

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

PRESENT LAYOUT
STA. 137 TO STA. 151
ALL COORDINATES ARE DATUM
ADJUSTED BY THE FACTOR 1.00006

SCALE 1" =

Map Information

Requestor: NDOT
County: Davidson
Federal No: N/A
State No: 19074-3242-04
Tract No: Multi
QuadMap: 308-NE

1 inch = 133 feet

0 37.5 75 150 225 300 Feet

N W E S

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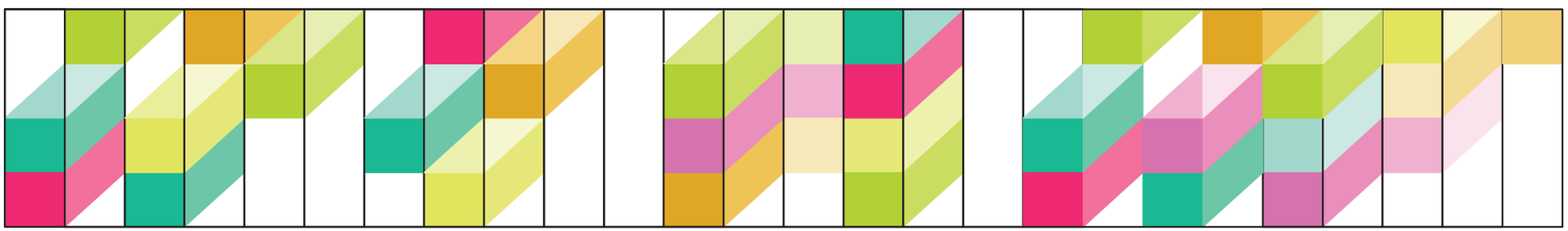

PROPOSAL DRAWING 01 SKETCH

DRAWING NOT TO SCALE

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