P R O P O S A L

OF THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF TENNESSEE TO THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY IN TENNESSEE:

The DEPARTMENT OF TRANSPORTATION of the State of Tennessee, hereinafter "DEPARTMENT," proposes to construct a project in the METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE, hereinafter "METRO", designated as Federal Project No. PHSIP-6(101), State Project No. 19022-3219-94,19022-0219-94,19022-1219-94,19022-2219-94 , that is described as "Near Intersection at Church Street (RSAR) Route: SR-6," provided METRO agrees to cooperate with the DEPARTMENT as set forth in this proposal, so that the general highway program may be carried out in accordance with the intent of the General Assembly of the State.

Accordingly, the parties agree as follows:

1. That in the event any civil actions in inverse condemnation or for damages are instituted by reason of the DEPARTMENT, or its contractor, going upon the highway right-of-way and easements, and constructing said project in accordance with the plans and as necessary to make the completed project functional, it will notify in writing the Attorney General of the State, whose address is 425 Fifth Avenue North, Nashville, Tennessee 37243, of the institution of each civil action, the complaint and all subsequent pleadings, within ten (10) days after the service of each of the same, under penalty of defending such actions and paying any judgments which result therefrom at its own expense.

2. METRO will close or otherwise modify any of its roads or other public ways if indicated on the project plans, as provided by law.

3. METRO will transfer or cause to be transferred to the DEPARTMENT, without cost to the DEPARTMENT, all land owned by METRO or by any of its instrumentalities as required for right-of-way or easement purposes, provided such land is being used or dedicated for road or other public way purposes.

4. Where privately, publicly or cooperatively owned utility lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, and other similar commodities, including publicly owned facilities such as fire and police signal systems and street lighting systems are located within the right-of-way of any road or other public way owned by METRO or any of its instrumentalities, METRO agrees that it will take action necessary to require the removal or adjustment of any of the above-described facilities as would conflict with the construction of the project. But the foregoing may not be a duty of METRO since it shall become operative only after the DEPARTMENT has been unsuccessful in its efforts to provide for said removals or adjustments for the benefit of METRO.

The foregoing does not apply to those utility facilities which are owned by METRO or one of its instrumentalities, it being understood that METRO has the duty to relocate or adjust such facilities, if required, provided METRO is notified to do so by the DEPARTMENT with detailed advice as to this duty of METRO.

5. METRO will maintain any frontage road to be constructed as part of the project;

6. After the project is completed and open to traffic, METRO will accept jurisdiction and maintenance such parts of any existing DEPARTMENT highway to be replaced by the project, as shown on the attached map.

7. METRO will make no changes or alter any segment of a road on its road system that lies within the limits of the right-of-way acquired for any interchange to be constructed as part of the project and will not permit the installation or relocation of any utility facilities within the right-of-way of any such a segment of one of its roads without first obtaining the approval of the DEPARTMENT.

8. No provision hereof shall be construed as changing the maintenance responsibility of METRO for such part of the project as may presently be on its highway, street, road or bridge system.

9. It is understood and agreed between the DEPARTMENT and METRO that all traffic control signs for the control of traffic on a street under the jurisdiction of METRO and located within the DEPARTMENT's right-of-way shall be maintained and replaced by METRO.

10. When traffic control devices for the direction or warning of traffic, lighting of roadways or signing, or any of them, which are operated or function by the use of electric current are constructed or installed as part of the project, they will be furnished with electricity and maintained by METRO.

11. If, as a result of acquisition and use of right-of-way for the project, any building and/or structure improvements become in violation of a METRO setback line or building and/or structure requirement, including, but not limited to, on-premise signs, METRO agrees to waive enforcement of the METRO setback line or building and/or structure requirement and take other proper governmental action as necessary to accomplish such waiver.

12. If, as a result of acquisition and use of right-of-way for the project, any real property retained by any property owner shall become in violation of a METRO zoning regulation or requirement, METRO agrees to waive enforcement of METRO zoning

regulation or requirement and take other proper governmental action as necessary to accomplish such waiver.

13. METRO will not authorize encroachments of any kind upon the right-of-way, nor will METRO authorize use of the easements for the project in any manner which affects the DEPARTMENT's use thereof.

14. METRO will obtain the approval of the DEPARTMENT before authorizing parking on the right-of-way and easements for the project.

15. METRO will not install or maintain any device for the purpose of regulating the movement of traffic on the roadway except as warranted and in conformity with the Manual on Uniform Traffic Control Devices.

16. If the project is classified as full access control (i.e. a project which has no intersecting streets at grade), then the DEPARTMENT will maintain the completed project. If the project is not classified as full access control, then the DEPARTMENT will maintain the pavement from curb to curb where curbs exist, or will maintain the full width of the roadway where no curbs exist. METRO agrees to maintain all other parts of non-access control projects; provided, however, that any retaining walls, box culverts, or other like structures constructed as part of the project that support the structural integrity or stability of the roadway surface shall be maintained by the DEPARTMENT.

17. If a sidewalk is constructed as a component of this project, METRO shall be responsible for maintenance of the sidewalk and shall assume all liability for third-party claims for damages arising from its use of the sidewalk or premises beyond the DEPARTMENT's maintenance responsibilities as set forth in section 16 of this Proposal.

18. When said project is completed, METRO thereafter will not permit any additional median crossovers, the cutting of the pavement, curbs, gutters and

sidewalks, by any person, firm, corporation, or governmental agency, without first obtaining the approval of the DEPARTMENT.

19. The DEPARTMENT will acquire the right-of-way and easements, construct the project and defend any inverse condemnation for damage or civil actions of which the Attorney General has received the notice and pleadings provided for herein; provided, however, that if the project is being constructed pursuant to a contract administered by the DEAPRTMENT's Local Programs Development Office, the terms of that contract shall control in the event of a conflict with this Proposal.

20. The project plans hereinbefore identified by number and description are incorporated herein by reference and shall be considered a part of this proposal, including any revisions or amendments thereto, provided a copy of each is furnished METRO.

21. The acceptance of this proposal shall be evidenced by the passage of a resolution or by other proper governmental action, which shall incorporate this proposal verbatim or make reference thereto.

IN WITNESS WHEREOF, the DEPARTMENT has caused this proposal to be executed by its duly authorized official on this the ____ day of _____, 20__.

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

BY: _____ DATE: _____
Metropolitan Mayor

BY: _____ DATE: 5-3-19
Director of Public Works

BY: _____ DATE: 5-8-19
Director Finance

K

BY: _____ DATE: _____
Metropolitan Attorney

BY: _____ DATE: 5/9/19
Director of Insurance

BY: _____ DATE: _____
Metropolitan Clerk

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____ DATE: _____
CLAY BRIGHT
COMMISSIONER

APPROVED AS TO FORM AND LEGALITY:
BY: _____ DATE: _____
JOHN REINBOLD
GENERAL COUNSEL