

**Memorandum of Understanding  
Between  
The Fairgrounds Nashville  
And Metropolitan Transit Authority**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Metropolitan Government of Nashville and Davidson County by and through the Board of Fair Commissioners (“**the Fairgrounds**”) located at 401 Wingrove Street, Nashville, Tennessee 37203 and the Nashville Metropolitan Transit Authority (“MTA”), located at 430 Myatt Drive, Nashville, Tennessee 37115 (collectively, the “**Parties**”) for the purpose of working cooperatively in the construction of a transit station along Nolensville Pike.

**WITNESSETH**

**Whereas**, MTA in coordination with the Fairgrounds is working cooperatively to expand a transit stop along Nolensville Pike at the Fairgrounds, see *Exhibit A* (“**Transit Stop**”); and

**Whereas**, the Fairgrounds has undergone a series of capital improvements, including erection of the Fairgrounds Expo Center and Geodis Park, which have increased pedestrian traffic to and from the Fairgrounds; and

**Whereas**, additional capital improvements are expected to be completed at the Fairgrounds, which will include mixed use development, further increasing pedestrian traffic for patrons and residents; and

**Whereas**, the freestanding bus stop is currently on the 3rd busiest route within the MTA network, with service stops as frequent as 10 minutes during peak times at the Fairgrounds; and

**Whereas**, the existing stop is undersized and inconsistent with updated MTA design guidelines; and

**Whereas**, the Transit Stop will expand the capacity of the existing stop and expand the amenities to reflect the increasing ridership at this location; and

**Whereas**, once Fair Park Phase 2 is completed on the Fairgrounds property, the Transit Stop will connect to the site’s pedestrian infrastructure, connecting all destinations on the site including Geodis Park; and

**Whereas**, a complimentary inbound station is planned on the east side of Nolensville Pike that will connect to the Fairgrounds campus with the signalization of Wingrove Street; and

**Whereas**, the Fairgrounds agrees to provide MTA, in the nature of an easement, ingress, egress and access over, across and through (“**Use**”) to the 2,124 square foot area of Fairgrounds property as highlighted in *Exhibit A* (“**Transit Stop Property**”) for the purpose of constructing and maintaining the Transit Stop and Use of the Transit Stop by the public and MTA’s agents and

representatives; and

**Whereas**, this partnership between the Fairgrounds & MTA provides the Transit Stop Property necessary to improve the Transit Stop. The footprint for the Transit Stop, when constructed, will be comprised of right-of-way along Nolensville Pike and Fairgrounds property.

**Whereas**, design, construction and maintenance of the Transit Stop will comply with federal, state, and local laws and regulatory requirements.

**Now, Therefore, MTA and the Fairgrounds AGREE AS FOLLOWS:**

**1 Agreement.** The Parties agree that MTA is granted the Use of the Transit Stop Property for the purposes and period as set forth herein. Furthermore, the Fairgrounds approves the design and plans attached hereto as *Exhibit A*. The governing bodies of MTA and the Fairgrounds have approved this MOU. The parties agree that the design and plans in *Exhibit A* are currently in conformity with Fair Park Phase II plans.

**2. MTA Responsibilities**

a. MTA shall manage the design and construction associated with the site work for the Transit Stop.

b. MTA is responsible for reviewing and approving cost estimates for all work prior to initiation of work. Further, MTA shall review and approve cost estimates for all change orders related to the Transit Stop prior to the initiation of work.

c. Any sitework changes initiated by MTA associated with the Transit Stop that result in any material change in plan and design of the Transit Stop or the site work for Fair Park Phase 2 shall be approved in writing by the Executive Director of the Fairgrounds.

d. Costs for construction shall be paid by MTA.

e. Upon completion of the Transit Stop, MTA is responsible for maintenance and repairs including the trash removal, cleaning, and replacement of shelters, benches, trash cans, or lighting if needed.

**3. The Fairgrounds' Responsibilities**

a. The Fairgrounds shall work cooperatively with MTA to ensure the Transit Stop is compatible with the Fair Park Phase 2 project and will not unreasonably prohibit MTA from constructing a Transit Stop in compliance with MTA's WeGo Design Guidelines. No approval is required from the Fairgrounds for MTA work or initiatives for the Transit Stop, so long as the initiatives do not materially expand the scope of the agreed upon initial design and terms of this MOU.

b. The Fairgrounds shall provide the Transit Stop Property for MTA's sole use, operation and control of the Transit Stop for the term of the MOU.

**4. Term**

MTA shall have the Use of the Transit Stop Property through the useful life of the Transit Stop. Following the end of the Transit Stop’s useful life, or no later than end of the year 2043, demolition, renovation, or improvements shall be determined by mutual written agreement between MTA and The Fairgrounds.

**5. Approvals.**

Whenever approval is required herein, the Chief Development Officer or designee is authorized to sign for MTA and the Executive Director or designee is authorized to sign for the Fairgrounds, unless a signatory of this MOU notifies the other party in writing of another person with authority to approve.

**IN WITNESS WHEREOF**, we have made and executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**NASHVILLE METROPOLITAN  
TRANSIT AUTHORITY:**

\_\_\_\_\_  
Stephen G. Bland  
Chief Executive Officer

\_\_\_\_\_  
Attorney for Nashville MTA

**THE FAIRGROUNDS NASHVILLE:**

\_\_\_\_\_  
Laura Womack  
Executive Director

\_\_\_\_\_  
Sheri Weiner  
Chair, Board of Fair Commissioners

**METROPOLITAN FINANCE  
DEPARTMENT:**

**METROPOLITAN LEGAL  
DEPARTMENT:**

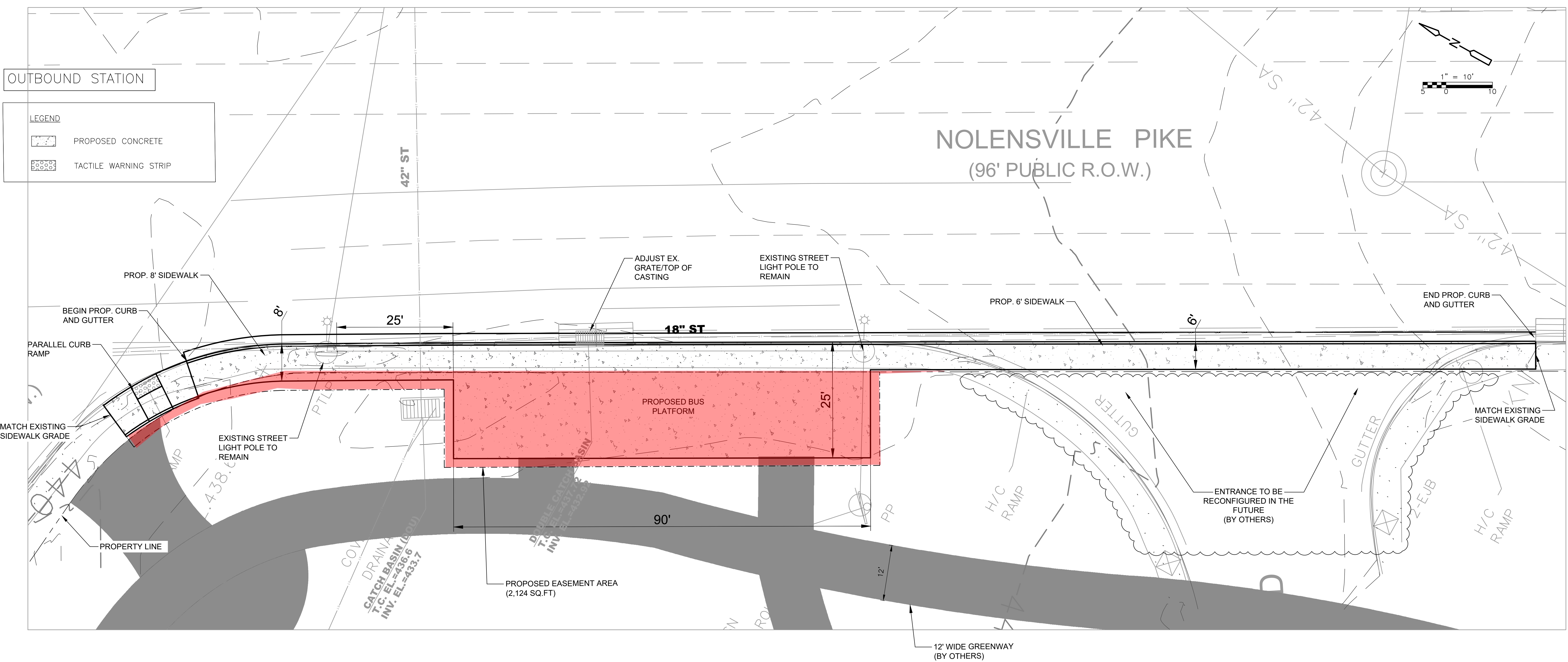
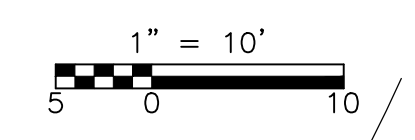
\_\_\_\_\_

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

OUTBOUND STATION

**LEGEND**

- PROPOSED CONCRETE
- TACTILE WARNING STRIP



**LEGEND**

- CONCRETE SIDEWALK / PLATFORM
- COMBINED CURB AND GUTTER

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 pw:\cdmsmith-c202-pw.bentley.com:PW\_PL1\140142\249688\_MFA TO 29 Fairgrounds Shelters\02 Project Information\03 Data\50 CADD Graphics\Wingrove\C3-Wingrove.dwg  
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REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: T. CLINARD  
 DRAWN BY: W. BEELER  
 SHEET CHK'D BY: \_\_\_\_\_  
 CROSS CHK'D BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_  
 DATE: MAY 2022

**CDM Smith**

PARKVIEW TOWERS  
 210 25TH AVE N, STE 1102  
 NASHVILLE, TN 37203-1646  
 Tel: (615) 320-3161

**WeGo**  
Public Transit

430 MYATT DRIVE  
 NASHVILLE, TN 37115

WEGO PUBLIC TRANSIT

**FAIRGROUNDS SHELTER STATION (OB)**

**SITE LAYOUT PLAN**

PROJECT NO. 249688  
 FILE NAME: C3-Wingrove

SHEET NO.  
**C-3**