

**TENNESSEE DEPARTMENT OF TRANSPORTATION  
PERMIT TO STATE AGENCY OR LOCAL GOVERNMENT  
FOR PROJECT 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 under the following terms and conditions:

**PERMITTEE:**

Ashland City, Tennessee  
c/o Tony Clark, Ashland City Fire Department  
233 Tennessee Waltz Parkway, Suite 103  
P.O. Box 36  
Ashland City, TN 37015  
Phone: 615-792-4211

**AUTHORIZED USE:**

Controlled burn and sprinkler installation in one (1) acquired structure (abandoned residential building alone, not fences, abated on or about Nov. 21, 2022) slated for demolition as part of upcoming highway construction project; staging necessary equipment, materials, and personnel. The City and National Fire Sprinkler Association requested to perform this work as a training exercise for firefighters and for sprinkler testing and research.

**LOCATION OF PREMISES:**

1001 Cunniff Road, Ashland City, Tennessee 37015 (Tract 160/B160, State Project No. 11008-2226-14) and adjacent vacant lot, Cunniff Road, Ashland City, Tennessee (Tract 150/B150, State Project No. 11008-2226-14). Locations and traffic plans are further described in **Attachment A**, which is attached hereto and incorporated by reference.

**EFFECTIVE DATES OF PERMIT:** May 15, 2023 through June 15, 2023

**STANDARD TERMS AND CONDITIONS**

1. PERMITTEE shall assume all liability for third-party claims for damages arising from its use of the Premises. Prior to commencing work under this permit, PERMITTEE 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.

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 responsible for making satisfactory arrangements for the severance of all utility connections prior to removing any improvements. PERMITTEE shall be financially responsible for any relocation or replacement of 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 TCA 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.
6. All work on the premises shall be performed in compliance with applicable federal, state and local law and regulations, including but not limited to the Tennessee Commission on Fire Fighting Live Fire Training Requirements.
7. PERMITTEE must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its work as described in this permit, including Attachment A.
8. 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.

9. While the project is underway, TDOT may conduct inspections to ensure compliance with this Permit. Upon completion of the project, PERMITTEE shall notify TDOT so that the area may be inspected and approved by TDOT.
10. 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.
11. PERMITTEE shall keep all debris, soil, refuse or waste of any kind associated with the project from accumulating within the highway right-of-way, and the property shall be left in neat and presentable condition. Wherever practicable, the improvement(s) shall be removed to ground level, all excavations are to be filled to ground level, and the area shall be graded and made uniform with the surrounding terrain.
12. PERMITTEE does hereby covenant and agree that in the event the Permit is for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-Aid Highway Program, the PERMITTEE shall comply with all requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, 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 may be amended.
13. Nothing in this Permit shall be construed to limit TDOT's right to enter the Premises at any time.

14. 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. In the event of revocation, PERMITTEE must restore the Premises to neat and presentable condition. If PERMITTEE fails to do so within a reasonable time after revocation, TDOT may restore the Premises at the expense of the PERMITTEE.

15. This permit is non-transferable.

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

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

Jordan Burress  
Region 3 Traffic Engineer  
6603 Centennial Blvd.  
Nashville, TN 37243  
615-350-4332

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

**STATE OF TENNESSEE  
TENNESSEE DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
REGIONAL ENGINEERING DIRECTOR                      DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
REGIONAL ATTORNEY    DATE

**PERMITTEE:**  
Ashland City, Tennessee

BY: \_\_\_\_\_

\_\_\_\_\_  
DATE

TITLE: \_\_\_\_\_

**CONTRACTOR/PARTNER:**  
National Fire Sprinkler Association

BY: \_\_\_\_\_

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

\_\_\_\_\_  
DATE

TITLE: \_\_\_\_\_