

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region I
P. O. Box 58
Knoxville, Tennessee 37901
(Local government)

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the 23rd day of MAY, 2013 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY OF KINGSPORT, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee, being more specifically described by the plans for the "Tennessee Roadscapes Gateway Landscape Enhancements" which are attached as Exhibit A 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 landscape several intersections and/or interchanges on State Routes 1, 36, 93 and 126 in Sullivan County, Tennessee (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the installation and maintenance 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.
3. **STIPULATIONS** – Licensee is prohibited from disturbing the wetland adjoining Site No. 4 referenced in the "Tennessee Roadscapes Gateway Landscape Enhancements" plans attached as Exhibit A.
4. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
5. **TERM** – The License is a 10 year, renewable, license which shall begin on July 1, 2013 and shall end on June 30, 2023.
6. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
7. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee.

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. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's (or its contractors' or agents') use of the Licensed Premises and/or installation 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, 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.
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 State's liability under the Claims Commission Statute, T.C.A. Section 9-8-307, as it may be from time to time amended and/or construed by the claims commission and courts. This statute currently limits liability of the State to \$300,000 per claimant and \$1,000,000 per occurrence. 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.
12. **PERMIT** - 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.
13. **COMPLIANCE** - 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.
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. **TERMINATION** - The State may terminate this License at will with 60 days written notice to Licensee.
16. **ASSIGNMENT** - The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

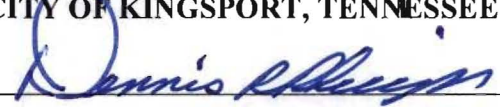
The City of Kingsport, Tennessee
225 West Center Street
Kingsport, Tennessee 37660

TO THE STATE:

State of Tennessee
Department of Transportation
Suite 700, 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.

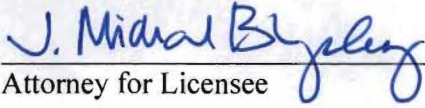
LICENSEE:
THE CITY OF KINGSPORT, TENNESSEE

By: 

Title: MAYOR

DATE: 5/23/13

APPROVED AS TO FORM
AND LEGALITY:


Attorney for Licensee

DATE: 5/23/13

STATE OF TENNESSEE


John C. Schroer, Commissioner
Tennessee Department of Transportation

DATE: JUL 01 2013

APPROVED AS TO FORM
AND LEGALITY:


John Reinbold, General Counsel
Tennessee Department of Transportation

DATE: 6/28/13