

THIS INSTRUMENT PREPARED BY:

State of Tennessee  
Department of Environment and Conservation  
Division of Air Pollution Control  
Davy Crockett Tower  
500 James Robertson Parkway, 7<sup>th</sup> Floor  
Nashville, Tennessee 37243

Presented for review by: David King Environmental Program Manager on 04/01/2025.  
(Name and Title) (Date)

## LICENSE AGREEMENT

FOR AND IN CONSIDERATION of the mutual benefits accruing to the parties hereto, City of Kingsport (hereinafter referred to as "Licensor") hereby issues a License to the STATE OF TENNESSEE, Department of Environment and Conservation (hereinafter referred to as the "State") pursuant to the terms and conditions as follows:

1. PURPOSE – The State shall, at all times, have the right to enter upon the Premises (as defined below) for the sole purpose of establishing, operating, and maintaining an air monitoring station and any associated equipment (collectively the "Monitoring Station").
2. PREMISES – This License shall apply to the Licensor's property located in Sullivan County, Tennessee, with an address of 1657 D Street, Kingsport, Tennessee 37660 (the "Premises"). The Premises are further described in Deed Book 931C, Page 379, and as Map 016D, Parcel 039.00. The State shall establish its Monitoring Station within a fifteen (15) feet by twenty (20) feet tract situated on the Licensor's Premises as seen on the map attached to this License.
3. TERM – The term of this License shall cover the period from July 1, 2025 through June 30, 2030.
4. FEE – The State will not be required to pay the Licensor any compensation for the use of the Premises described in section 2 above.
5. TERMINATION – The Licensor agrees to allow the State to operate the Monitoring Station for the term specified in section 3 at the Premises with the option, in the State's sole discretion, to renew this License after the end of the term. If the State does not renew, or if this License is cancelled, the State will return the Premises to its original condition or as near thereto as reasonably possible at the end of this License, excepting normal wear and tear, provided any damage was due to the State's actions in connection with this License. The State or Licensor may terminate the License after providing one hundred twenty (120) days written notice to the other party.
6. LIABILITY – Licensor assumes no responsibility for any incidents which may occur as a result of the Monitoring Station being on the Premises. Licensor will be responsible for any damage to the Monitoring Station caused by Licensor's actions, including Licensor's, or its agent's, negligence. The State will be liable for damages caused by its activities or the Monitoring Station to the extent permitted by the Tennessee Claims Commission Act, Tennessee Code Annotated Section 9-8-301 et seq.
7. ASSIGNMENT – This License shall not be transferred, conveyed, or assigned to another party without prior written consent from the non-transferring party. This License shall be binding on, and inure to the benefit of, the parties' approved heirs, representatives, successors, transferees, and assigns.
8. STATE PROPERTY – The Monitoring Station, and any other State-owned or State-controlled equipment on the Premises, is the sole and exclusive property of the State. Licensor may not remove or in any way disturb the State's equipment on the Premises without the State's prior written consent. Further, Licensor may not plant any trees or shrubs or construct any new structures within sixty-six (66) feet of the Monitoring Station, or take any action that would or may interfere with the operation of the Monitoring Station, without the prior written consent of the State.
9. NOTICE – All written notices required, or allowed, by this License from one party to the other party shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified, postage paid, and addressed as follows:

**TO THE LICENSOR:**

Mr. Paul Montgomery, Mayor  
City of Kingsport  
415 Broad Street  
Kingsport, TN 37660

**TO THE STATE:**

Dept. of Environment and Conservation  
Division of Air Pollution Control  
Davy Crockett Tower  
500 James Robertson Parkway, 7<sup>th</sup> Floor  
Nashville, TN 37243

10. AMENDMENT – This License may not be amended or superseded except by an agreement in writing executed by the parties.

**LICENSOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**STATE OF TENNESSEE**

\_\_\_\_\_  
Commissioner  
Department of Environment and Conservation

\_\_\_\_\_  
Date

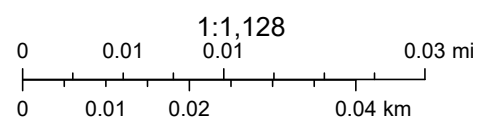
This License Agreement is not valid unless approved and signed  
by the Commissioner or his/her designated representative.

# Sullivan County - Parcel: 061D G 039.00



Date: May 27, 2025

County: SULLIVAN  
Owner: KINGSPORT CITY OF  
Address: D ST 1649  
Parcel ID: 061D G 039.00  
Deeded Acreage: 0  
Calculated Acreage: 0.48  
Vexcel Imagery Date: 2023



State of Tennessee, Comptroller of the Treasury, Division of Property Assessments (DPA), Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

The property lines are compiled from information maintained by your local county Assessor's office but are not conclusive evidence of property ownership in any court of law.







TO: Board of Education  
Dr. Chris Hampton, Superintendent

FROM: David J. Frye, Chief Finance Officer DJF

DATE: June 10, 2025

SUBJECT: Recommendation to Extend TDEC Agreement Allowing Access to Property for  
Air Monitoring at Jefferson Elementary School

For many years the State of Tennessee Department of Environment and Conservation (TDEC) has maintained an air monitoring station on the property that is part of Thomas Jefferson Elementary School. In 2002 the city entered into an agreement with TDEC to locate the air monitoring station at the current location on D Street, which is next to a parking lot across the street from the school facility.

TDEC is requesting an extension of the license for the period of July 1, 2025 through June 30, 2030, at no cost. Extending the license agreement authorizes TDEC's access to the property for the sole purpose of maintaining and operating the air monitoring station.