AGENCY: **Environment and Conservation**
ALLTOMENT CODE: **327.40**
COST CENTER: **06**

This Instrument Prepared By:
State of Tennessee
Dept. of Environment & Conservation
401 Church Street, 14th Floor L&C Tower
Nashville, Tennessee 37243

LICENSE AGREEMENT BETWEEN STATE OF TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND RUTHERFORD COUNTY

This Agreement is made and entered into as of this the ____ day of _____, 2012, by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as "State," and Rutherford County, hereinafter referred to as "Licensor" for office space to be utilized by the State.

WITNESSETH

1. **PREMISES:** Licensor agrees to provide the State with approximately **1,560** square feet of office and related space at **#1 South Public Square, Room 215, Murfreesboro, Tennessee 37130-3634.**

2. **TERM:** The term of this Agreement shall commence on **July 1, 2012** and shall end on **June 30, 2013.** Either party may terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the date when such termination becomes effective.

3. **PURPOSE:** Licensee will use the premises for the purpose of office space for Ground Water Protection staff.

4. **NOTICES:** All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

TO THE LICENSOR:	**TO THE STATE:**
Rutherford County	Department of General Services
Attn: Ernest Burgess	Real Property Administration
County Mayor	Tennessee Tower, 22nd Floor
County Courthouse, Room 101	312 Rosa L. Parks Avenue
Murfreesboro, Tennessee 37130	Nashville, Tennessee 37243-0299
Phone: 615-898-7745	Phone: 615-741-2315

5. **FEE:** The State shall make payment in arrears on the last day of the payment period as follows: Payment in installments of **$650.00** per month. Fees shall be paid to the Licensor at the address specified in paragraph 4 or to such other address as the Licensor may designate by a notice in writing.

6. **SERVICES:** Licensor agrees to furnish all utilities, upkeep, maintenance, janitorial supplies and service. Space and restrooms shall be handicap (ADA) accessible. The Licensor shall review and process routine Applications for Environmental Services. Processing will include collecting appropriate fees, issuing receipts and preparing Certificates of Deposit according to State policies and procedures, as well as making deposits at a bank designated by the state and providing revenue reports to the state. In addition, the Licensor shall prepare and process Requests for Refund and provide completed permits, letters and other paperwork to applicants.

7. **HEATING AND AIR CONDITIONING:** Adequate heating and air conditioning shall be furnished by the Licensor at his expense.

In witness whereof, this License Agreement has been executed by the parties hereto.

LICENSOR:

Ernest Burgess Date
County Mayor

STATE OF TENNESSEE

Commissioner Date
Environment and Conservation

APPROVED:

Commissioner Date
General Services