 **License for Private Utility Occupancy of State
Highway Right-of-way by Individuals or Businesses**

This license agreement is made and entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Tennessee, acting through its Department of Transportation (hereinafter referred to as "TDOT") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "licensee").

**WITNESSETH:**

That TDOT, in consideration of a showing of necessity by the licensee to install private \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ utility facilities in State highway right-of-way, hereby grants licensee the privilege to make and maintain a utility installation to serve the property described in Exhibit A, in accordance with the provisions of this agreement and in conformity with the plans and specifications contained in Exhibit B, which exhibits are attached and constitute a part hereof.

It is understood by the parties that this license shall not be construed as a grant of any interest in and to said right-of-way, but as a privilege of occupancy by permission of TDOT to be used exclusively to provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ utility service to said property for an indefinite future time, when installed in accordance with said plans and specifications. Provided licensee maintains the facilities in good operating condition, licensee may continue to do so until such time as public utility facilities offering the same service become available in that location, or until such time as TDOT has a need to use the occupied area for maintenance or construction within the right-of-way, whichever comes first. If TDOT has a need to use the occupied area for maintenance or construction within the right-of-way, licensee agrees, upon being requested so to do by TDOT, to remove said appliances and facilities as promptly as the magnitude of the work to be accomplished will permit, at its own expense and without cost to TDOT, unless any requested removal should be contrary to any law of the State.

On failure of the licensee to comply with any condition or occurrence of any limitation on continuance of this license, licensee agrees to remove its facilities or discontinue their use, as TDOT directs.

 IN WITNESS WHEREOF, the parties have executed this license on the day and date first above written.

**Licensee
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Commissioner**

**APPROVED AS TO FORM & LEGALITY:**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
General Counsel