

ATTACHMENT E

LICENSE AGREEMENT

This Agreement entered into by and between **Greene County, Indiana, by and through its Board of Commissioners** ("County") and the State of Indiana, Department of Natural Resources, Division of Outdoor Recreation (the "State")

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. **License to Install Guardrail.** The County hereby grants to the State a license to install, place, and maintain a guard rail along certain boundaries of Redbird State Recreation Area (hereinafter "RSRA") within the right-of-way of County Road 350 North (the "Project") as shown on Exhibit A, to prevent off-road vehicles from entering the County right-of-way and improve safety for all parties.

2. **Assignability.** The State shall have the right to assign this License to third party vendors contracted by the State to undertake the Project.

3. **Term of License.** The term of this License shall be effective for a period of two (2) years. It shall commence at the time of final signing and end two (2) years from that date.

4. **Obligations of the County.** The County shall grant a right of entry to such vendors contracted by the State at such right-of-way locations as deemed necessary.

5. **Obligations of Vendors.** All vendors contracted by the State to undertake the Project shall adhere to all County requirements regarding insurance, safety equipment, traffic control, and installation.

6. **Insurance.** The State agrees to require that any vendors contracted to complete the Project will maintain comprehensive general liability policy providing bodily injury coverage, including death, for not less than One Million Dollars [\$1,000,000.00] coverage as to each occurrence, One Million Dollars [\$1,000,000.00] aggregate, and Five Hundred Thousand Dollars [\$500,000.00] property damage; comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00); and Worker Compensation and Occupational Disease insurance and such other employee benefit insurance as required by the laws of the State of Indiana.

7. **Liability of Vendors for Damages/ Repair and Restoration.** The State agrees to require any Vendors under contract to install the guard rail to pay for all damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of the guard rail. Upon completion of any work related to the installation, servicing, maintenance, replacement, or removal of the guard rail, the State agrees to require any vendors contracted to undertake such work to repair any damages caused by its work, and in addition to undertake seeding, grading, and any other work requested by the necessary to restore the right-of-way into the condition that existed prior to commencement of the work.

8. **Authority to Bind County.** The signatories for the County represent that they have been duly authorized to execute this License Agreement on behalf of the County and has obtained all necessary or applicable approvals to make this License Agreement fully binding upon the County when their signatures are affixed, and accepted by the State.

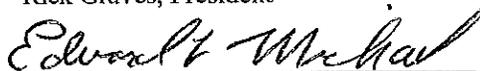
9. **Notices.** Any notices, waivers, and other communications under this Agreement shall be in writing, and shall be sufficiently given if mailed, by certified mail, to the State at: _____; and to the County at: c/o Greene Auditor, Greene County Courthouse, 1 E. Main Street, Bloomfield, IN 47424.

11. **Entire Agreement.** This Agreement is the exclusive statement of the agreement of the parties with respect to its subject matter and supersedes all prior agreements, negotiations, representations, proposals and awards, written or oral, relating to its subject matter. The terms of this Agreement may be modified only by the written consent of both parties.

DATED this 5th day of August, 2014.

BOARD OF COMMISSIONERS OF GREENE
COUNTY, INDIANA

By: 
Rick Graves, President

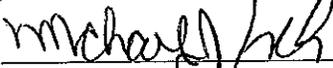
By: 
Edward L. Michael, Commissioner

By: 
Nathan L. Abrams, Commissioner

Attest:


Matthew W. Baker, Auditor

Department of Natural Resources

By: 

Printed Name: Michael J. Smith

Title: Deputy Director

Date: 12/12/14

Approved by:
Indiana Office of Technology

By: N/A
Paul Baltzell, Chief Information Officer

Date: _____

Approved by:
Department of Administration

By: [Signature]
Jessica Robertson, Commissioner

Date: 12/17/14

Approved by:
State Budget Agency

By: [Signature]
Brian E. Bailey, Director

Date: 12/29/14

APPROVED as to Form and Legality:
Office of the Attorney General

By: [Signature]
Gregory F. Zoeller, Attorney General

Date: 12/30/14

Exhibit A



Redbird Guardrail CR 350 N Location: Close View