



LICENSE AGREEMENT FOR INGRESS, EGRESS AND ACCESS

This License Agreement for Ingress, Egress and Access, (“Agreement”) entered into by and between the CITY OF CROSSVILLE, (“Licensor”), and FORBUS INVESTMENTS, LLC, a Tennessee limited liability company, (“Licensee”), on this 23rd day March, 2015.

TRANSFER TAX	0.00
RECORDING FEE	25.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	27.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
 REGISTER OF DEEDS

WITNESSETH:

WHEREAS, Licensor is the title owner and holder of that certain tract or parcel of real property as more fully described in Deed Book 1374, page 2288, Register’s Office, Cumberland County, Tennessee, (“the Property”), which Property is a part of Parcel 030.03, of Map 73, Assessor’s Office, Cumberland County, Tennessee, which deed referenced above and control map are incorporated herein by reference thereto as if copied herein verbatim; and,

WHEREAS, Licensee is the title owner and holder of that certain tract or parcel of real property consisting of approximately 6.06 acres, and being described in that certain Deed of record in Deed Book 1398, page 2458, Register’s Office, Cumberland County, Tennessee, (“Forbus Tract”), which deed and description thereon are incorporated herein by reference as if copied herein verbatim, and are also known as Parcel 030.02, of Map 73, said Assessor’s Office; and,

WHEREAS, Licensee has requested this license for ingress, egress and access to the rear of the facility located at 712 Interchange Drive and Licensor is willing to grant a License for such ingress, egress and access, pursuant to the terms hereof; and,

city

WHEREAS, Licensor is willing to permit Licensee, subject to the terms hereunder, to use said area described on Exhibit “A”, attached hereto and

This instrument prepared by:
LOONEY, LOONEY & CHADWELL, PLLC
 156 Rector Avenue, Crossville, Tennessee 38555
 C2:Agreements/License Agreement (City and Forbus Investments, LLC)

BK/PG: 1448/840-844	
15003245	
5 PGS:AL-AGREEMENT	
BATCH: 88636	
03/30/2015 - 01:04:17 PM	
VALUE	0.00
MORTGAGE TAX	0.00

incorporated herein by reference, for a temporary period of time for ingress, egress and access, and the parties hereto wish to memorialize the terms and provisions for permissive use of said area for said purposes.

NOW THEREFORE, for and in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, including the mutual promises hereinbelow and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be bound as follows:

1. The parties hereby acknowledge and represent that the recitals stated above are true and accurate.
2. Licensor hereby grants unto Licensee a temporary license to use the area described on Exhibit "A" for the purpose of ingress, egress, and access but not for utilities, during the term of this Agreement.
3. This Agreement, and the license and rights temporarily granted hereunder shall not be deemed to run with either the Forbus Tract or the Property and shall not be, or be deemed to be, appurtenant thereto.
4. It is acknowledged by the parties hereto that Licensee has currently leased the Forbus Tract to COLIN X NIK., under the terms of that certain Lease Agreement incorporated herein by reference thereto. The term of this Agreement shall be the same as the term of said Lease Agreement, as said Lease Agreement may be amended in the future. Upon the termination of said Lease, for whatever reason, this Agreement shall automatically terminate therewith.
5. Notice hereunder shall be given at the addresses listed below and must be given by hand-delivery, United States Postal Service (return receipt requested mail), or by Federal Express, and the date of receipt shall be deemed the date of actual delivery if by hand-delivery or by Federal Express, or the date of the execution of the return receipt, if by United States Postal Service; or, in the event that delivery by Federal Express or United States Postal Service (return receipt requested mail) is refused or is not acknowledged or picked up by Licensee or an authorized agent of Licensee, the date of receipt shall be deemed to be the date of the first attempted delivery by the United States Postal Service or, as the case may be, Federal Express.

6. Licensee may maintain the area described on Exhibit "A", during the term of this Agreement, within its existing boundaries for ingress, egress and access as contemplated hereunder; Licensor shall have no obligation whatsoever to maintain said area for any reason.

7. The temporary license and rights granted herein are non-exclusive in nature. Notwithstanding any term or provision herein to the contrary, however, Licensee may, at its expense, place gates and other controlled access fixtures upon, at the boundary of and within the area described on Exhibit "A" during the term of this Agreement, so long as it provides the City of Crossville access to its utility fixtures.

8. The address for notice purposes shall be as follows:

Licensor:

Attn: CITY CLERK
392 N. MAIN ST.
CROSSVILLE, TN 38555

Licensee:

Attn: LE Smith
1872 WEST AVE ST 62
CROSSVILLE TN 38555
931-456-2533

9. The laws of the State of Tennessee shall control the relationship of the parties under this Agreement and the interpretation of the same, and any disputes arising out of or related to this Agreement shall be adjudicated exclusively in Chancery Court for Cumberland County, Tennessee.

10. This Agreement shall not be assigned by Licensee, and this written Memorandum constitutes the entire agreement between the parties and there are no other, additional or collateral agreements thereto.

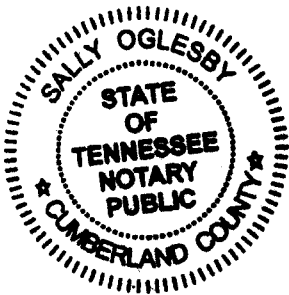
IN WITNESS WHEREOF, the parties hereto have set their hands on the date and year first above written.



LICENSOR:

CITY OF CROSSVILLE

By: [Signature]
Its: MAYOR



LICENSEE:

FORBUS INVESTMENTS, LLC

By: [Signature] MANAGER
Its: MANAGER

State of Tennessee
County of Cumberland

Before me, the undersigned authority, A Notary Public, in and for said State and County, personally appeared James S. Mayberry, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evident); and who, upon oath, acknowledged himself to be Mayor of the City of Crossville, Tennessee, the within named bargainor, and that he as such Mayor executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the Entity as Mayor thereof.

Witness my hand and official seal of office on this the 23rd day of March, 2015.

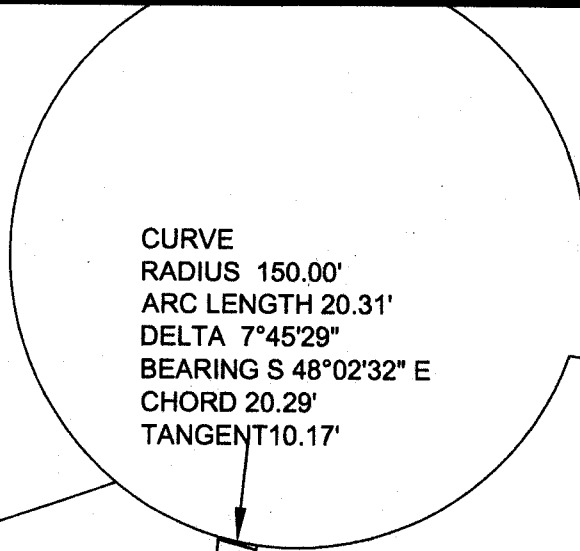
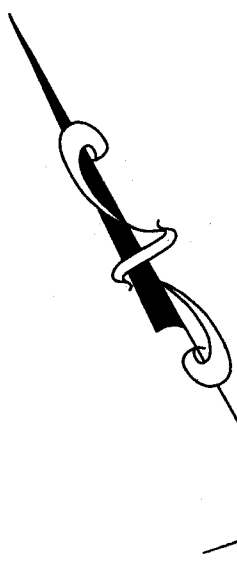
Commission Expires: 1/3/2017 Notary Public [Signature]

State of Tennessee County of Cumberland

Before me, the undersigned authority, a Notary Public, in and for said State and County, personally appeared L.E.Smith, with whom I am personally acquainted (or who proved to me onthe basis of satisfactory evidence); and who, upon oath, acknowledged himself to be Manager of Forbus Investments, LLC, the within named bargainor, and that he as such Manager executed the foregoing instrument for the purposes therein contained and expressed by signing the name of the entity as Manager thereof.

WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE ON THIS THE 23RD DAY OF MARCH, 2015

Comm. Exp.: 1/3/2017 NOTARY PUBLIC: [Signature]



INTERCHANGE DR

20 Ft Ingress/ Egress Easement

FORBUS INVESTMENTS LLC
TAX MAP 73
PARCEL 30.02
DEED BOOK 1398
PAGE 2458

CITY OF CROSSVILLE
TAX MAP 73
PARCEL 30.03
DEED BOOK 1374
PAGE 2288

N 36°28'23" E 566.86'
S 36°29'58" W 564.52'

20 Ft Ingress/ Egress Easement

CITY OF CROSSVILLE
TAX MAP 73
PARCEL 30.01
DEED BOOK 1072
PAGE 166

N 54°41'53" W 19.95'

INTERSTATE 40 WESTBOUND

INTERSTATE 40 EASTBOUND

NOTE: PROPERTY LINES WERE COMPILED FROM TAX MAPS AND DO NOT REPRESENT A BOUNDARY SURVEY OF AFFECTED PROPERTIES.

CITY OF
CROSSVILLE

392 N MAIN ST
CROSSVILLE, TN 38555

MAP 73
SECTION
PARCEL 030.03

SCALE 1" = 100'

EXHIBIT "A"

MARCH 2015