

LEASE AGREEMENT

THIS LEASE, made and entered into as of the ____ day of _____, 2025, by and between the **City of Crossville**, ("Lessee"), and **Cumberland County, Tennessee**, ("Lessor").

W I T N E S S E T H:

1. **LEASED PREMISES.** Lessor hereby demises and lets unto Lessee, and Lessee hereby leases and hires from Lessor the premises more particularly described as Tax Map and Parcel 113C C 019.00, and all improvements thereon, both now existing and hereafter constructed, ("Leased Premises").

2. **TERM.** The term of this lease shall commence and shall extend for a period of 180 months there from the date that the last party signs or approves this lease. Lessee understands and agrees that its construction of a new parking lot surface cannot begin until the remodel/construction is completed on the courthouse or until approval by the County Mayor. Lessee agrees that until the construction on the courthouse is completed, the Leased Premises will be used for staging and parking vehicles by the contractors as needed to complete the project. Further, however, either party, at any time, may terminate this lease upon sixty (60) days written notice to the other party. If the Lessee is terminated by the Lessor, with no fault to the Lessee, then the Lessor agrees to repay the Lessee a pro rata per year for any improvements, lighting, and paving. The Lessee estimates the improvements to be made to the Leased Premises will amount to approximately \$60,000.00. Given the lease term of fifteen years, for each year the Lessor terminates the lease short of 15 years without cause, the Lessor will reimburse up to \$60,000.00, and shall reimburse the prorating per year for the years left after termination.

3. **RENT.** Lessee shall pay and Lessor shall accept as rent for the Leased Premises the sum of One Hundred Dollars (\$100.00) payable upon the execution of this lease and without demand and without any set-off whatsoever at Lessor's address specified in this lease, or to such other address as Lessor may from time to time designate to Lessee.

a. **USE.** The parties hereto understand that Lessee desires to use the subject real property for purposes related directly to a public parking lot that will be no charge to the public. Lessee covenants and agrees that the Leased Premises shall be used for no other purpose than that stated above. Lessee will provide and maintain proper insurance that complies with the Governmental Tort Liability Act and will name Cumberland County as additional insured.

b. Lessee will be responsible for all expenses to clean up and maintain the property in order to maintain the property in its current condition. Both parties recognize and agree that there may be existing water, sewer, and other utility lines beneath the leased premise. It is

agreed that the Lessee has no responsibility to maintain, repair, or install any existing or new lines under the property. Lessee will maintain these improvements throughout the year as necessary, with no expense to the Lessor. Neither party is aware of the exact location of the water, sewer or other utility lines that may run under the surface of the Lessee premises. Unless one party acts with gross negligence or to the detriment of the other, the parties agree to work in good faith with each other to ensure that these lines are maintained as the public interest requires. There will be no permanent structures built on the property. All signage shall be in accordance with local rules and ordinances of the City of Crossville.

c. Lessee will be responsible for lighting, paving, striping, and maintaining pavement until the termination of this agreement.

4. **CONDITION OF PREMISES.** Lessee acknowledges that it has examined and inspected the Leased Premises and is familiar with the physical condition thereof. Lessee further acknowledges that Lessor has not made and does not hereby make any representations regarding the physical condition of the Leased Premises and that there are no warranties, either express or implied, regarding the condition of the Leased Premises. Accordingly, Lessee hereby agrees to accept the Leased Premises in their "**AS IS**" condition, with the exception that Lessee may take all reasonable steps and make such modifications and additions to the Leased Premises as it deems reasonably necessary for its purposes without the prior written permission of Lessor. Lessor agrees and acknowledges that underground water lines are present beneath the parking lot being leased to Lessee. In the event of damage, rupture, or malfunction of these underground water lines, Lessee shall not be held liable or responsible for the repair costs, loss or any consequential damages, unless such damage is directly caused by the willful misconduct or gross negligence of Lessee. Responsibility for maintenance, repairs, and any liabilities related to the underground utility lines shall remain solely with the Lessor. Neither party is aware of the exact location of the water, sewer or other utility lines that may run under the surface of the Lessee premises. Unless one party acts with gross negligence or to the detriment of the other, the parties agree to work in good faith with each other to ensure that these lines are maintained as the public interest requires.

5. **TAXES.** Lessor covenants and agrees to pay all real estate taxes which are assessed and levied against the Leased Premises, if any, during the term hereof. Lessee, as a government entity is not subject to taxation.

6. **REPAIRS AND MAINTENANCE.** Lessee shall be responsible for maintaining the Leased Premises in the condition in which the same existed upon the date of the execution of this Lease. Lessee shall be responsible for maintenance related to the paving, sealing, and striping of the parking lot. Lessor shall be responsible for routine maintenance, such as mowing, trash pick-up, etc. Lessee shall not be liable for damages or conditions that were not caused by the Lessee.

7. **ORDINANCES.** The Lessee shall at its own cost and expense promptly observe and keep all laws, rules, orders, ordinances, regulations and requirements applicable to the Leased Premises, and to repairs or alterations thereof.

8. **LESSOR'S RIGHT TO INSPECT.** The Lessee agrees that it will permit the Lessor and its agents to enter the Leased Premises during the Lessee's usual business hours at the Leased Premises.

9. **ASSIGNMENT.** Lessee shall make no assignment of this lease nor any subletting of the Leased Premises without the prior written consent of Lessor.

10. **DEFAULT.** Notwithstanding any provision herein to the contrary, in the event Lessee fails to pay any rental hereunder when due or if Lessee defaults in fulfilling any of the other covenants of this lease, Lessor may give Lessee notice thereof. If such default is not remedied within ten (10) days following such notice, Lessor shall have the right, without terminating this lease or Lessee's liability hereunder, to re-enter the Leased Premises and remove all persons and all property therefrom by any suitable action or proceeding of law. If Lessee shall at any time be in default hereunder, and if Lessor shall deem it necessary to engage attorneys to enforce Lessor's rights hereunder, Lessee shall reimburse Lessor for the expenses incurred thereby, including but not limited to court costs and attorney's fees.

11. **SURRENDER OF PREMISES.** Lessee covenants and agrees, at the termination of this lease, whether by limitation, forfeiture, or otherwise, to quit, surrender and deliver to Lessor possession of the Leased Premises with all the buildings and improvements thereon (excluding all furniture, furnishings and unattached equipment therein belonging to and removable by the Lessee) all of which shall become and remain the property of the Lessor, free from any liens thereon, in good condition and repair, ordinary wear and tear alone excepted. If Lessee shall default in so surrendering the Leased Premises, Lessee's occupancy subsequent to such expiration, whether or not with the consent or acquiescence of Lessor shall be deemed to be that of a tenancy at will and in no event from month to month or from year to year, and it shall be subject to all the terms, covenants and conditions of this lease applicable thereto, and no extension or renewal of this lease shall be deemed to have occurred by such holding over.

12. **UTILITIES.** Lessee shall pay promptly, as and when the same become due and payable, all charges for electricity, gas, water, and any other utilities supplied the Leased Premises, including any sewer taxes or charges.

13. As part of the improvements, the Lessee agrees to meet all legal requirements for storm water runoff and to ensure that no properties are damaged as a result of transforming the Leased Premises from a porous surface to an impervious surface.

14. **MISCELLANEOUS.**

- (a) **Notices.** All rent and notices given under this lease shall be addressed to Lessee at 392 North Main Street, Crossville, Tennessee ATTN: City Clerk. All notices to Lessor given under this lease shall be addressed to Lessor at _____. All such notices shall be given by registered or certified mail, return receipt requested and postage prepaid. Any notice under this lease shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.
- (b) **Waste.** Lessee covenants that it will not (i) create or maintain or allow others to create or maintain on the Leased Premises any nuisance nor (ii) commit waste to the Leased Premises or to the improvements thereon.
- (c) **Article Headings.** The article headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no manner be held to explain, modify, amplify or aid in the interpretation, construction or meanings of the provisions of this lease to which they relate.
- (d) **Lease Severable.** This lease shall be governed by and construed in accordance with the laws of the State of Tennessee. If any provision of this lease shall to any extent be invalid or unenforceable, the remainder of this lease or *the application* of such provision or any portion thereof to any person or circumstance shall not be affected thereby, and each valid provision or portion thereof shall be enforceable to the fullest extent permitted by law.
- (e) **Relationship of Parties.** Nothing contained in this lease shall be construed to make the parties partners or joint venturers or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this lease.
- (f) **Successors.** Subject to the provisions of this lease, the covenants, conditions and agreements contained herein shall bind and inure to the benefit of Lessor and Lessee and their respective successors and assigns.
- (g) **Venue and Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of laws principles. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the in the Chancery Court for Cumberland County, Tennessee and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- (h) **Entire Agreement.** This lease contains the entire agreement between the parties hereto with respect to the letting and hiring of the Leased Premises. This lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto or their respective

successors in interest.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

LESSEE:

LESSOR:

City of Crossville

Cumberland County

By: _____

By: _____

Its: _____

Its: _____

State of Tennessee)

)

County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **R. J. Crawford** with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of the **City of Crossville, a political subdivision of the State of Tennessee**, and that he as such Mayor, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the municipality by himself as such Mayor.

WITNESS my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC

My commission expires: _____

State of Tennessee)

)

County of _____)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared _____, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ to be _____ of the _____, a _____, and that _____ as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the _____ by _____ as such officer.

WITNESS my hand and seal of office this _____ day of _____, 2025.

NOTARY PUBLIC

My commission expires: _____