

L E A S E

THIS LEASE made and entered into on this 15th day of
August, 2014, by and between **THE CITY OF CROSSVILLE, TENNESSEE**,
(hereinafter referred to as "Lessor"); and the Cumberland Artisans of Tennessee Studio
(hereinafter referred to as "Lessee").

W I T N E S S E T H:

That Lessor leases and rents to the Lessee the premises located at the
intersection of North and Main Streets, in the FIRST CIVIL DISTRICT of Cumberland
County, Tennessee, more specifically described as follows and subject to the easement noted
therein:

All that piece or parcel of land situated, lying and being in the First Civil District of
Cumberland County, Tennessee, being a portion of The Cincinnati, New Orleans and Texas
Pacific Railway Company property, formerly the Tennessee Central Railroad, located at
North Street between Main Street and Rector Avenue as shown on Tax Map 100-N in the
Cumberland County Courthouse, Cumberland County, Tennessee, and being more
particularly described as follows, to wit:

BEGINNING at an iron pin at the intersection of the Main Street westerly right-of-way
boundary and the North Street northerly right-of-way boundary, said iron pin also being the
southeast corner of The Cincinnati, New Orleans and Texas Pacific Railway Company
property and referred to as the "depot" property; thence, leaving said southeast corner and
with the northerly right-of-way boundary of North Street, South 63° 34' 00" West, 165.00 feet
to an iron pin set in a paved parking area, said iron pin also being the southwest corner of The
Cincinnati, New Orleans and Texas Pacific Railway Company property and the easterly right-
of-way boundary of Rector Avenue; thence, with the said easterly right-of-way boundary of
Rector Avenue, North 26° 26' 00" West, 79.89 feet to an iron pin set in a paved parking area;
thence, leaving said easterly right-of-way boundary of Rector Avenue, and with the line of
The Cincinnati, New Orleans and Texas Pacific Railway Company, North 53° 22' 47" West,
58.45 feet to a PK-Nail set in the asphalt, said point being the northwest corner of The
Cincinnati, New Orleans and Texas Pacific Railway Company property; thence, North 63°
34' 00" East, 191.50 feet to a PK-Nail set in the back of a concrete sidewalk, said PK-Nail
also being the northeast corner of The Cincinnati, New Orleans and Texas Pacific Railway
Company property and the westerly right-of-way boundary of Main street; thence with the
said westerly right-of-way boundary of Main Street, South 26° 26' 00" East, 132.00 feet to the
point of **beginning**; containing 22,471 square feet, more or less, as determined by a survey

This instrument prepared by:
LOONEY & LOONEY, ATTY'S
Crossville, Tennessee 38555
C2:d:City of Crossville/Lease (City of Crossville and Rotary Foundation)

conducted December, 1992, by T. C. Miller of TARE, INC., Tennessee Registered Land Surveyor No. 1221, on file in the Office of the Chief Engineer of The Cincinnati, New Orleans and Texas Pacific Railway Company, 99 Spring St., S.W., Atlanta, Georgia 30303.

SAVING, EXCEPTING and RESERVING unto Grantor, its successors and assigns, a 20 foot wide permanent easement for underground pipe lines and wire lines and fiber optic cables and aerial wire lines and fiber optic cables under, above and across the property as shown on said plat prepared by C. Miller of TARE, INC., the north line of said easement being located 100 feet, more or less, and South 26° 26' East from the northeast corner of the property and 75 feet, more or less, South 63° 34' West from the said northeast corner of the property.

REFERENCE is made for prior title to Deeds recorded in Deed Book U, page 460-462, Deed Book U, page 187, and Deed Book U, page 487, in the Register's Office of Cumberland County, Tennessee.

TOGETHER with, in "as is, where is" condition and without any express or implied warranty, as to merchantability, habitability, condition or fitness for any purpose, all of the Grantor's right, title, and interest in the depot and loading dock/deck and caboose located upon the above described property.

Subject to any conditions, restrictions, reservations, licenses or easements whether or not of record; rights of public utilities whether or not of record; rights of the public in streets and roadways; and rights which are apparent by visual inspection.

This Lease is subject to the following terms and conditions, each of which the Lessee covenants and agrees to and with the Lessor to keep and observe:

1. The term of this Lease shall be one (1) year, beginning September 1, 2014 or earlier if possible, and ending on August 31, 2015, with the option to renew for two (2) years upon the same terms and conditions, if mutually agreed upon by the parties.

Election to renew must be given by January 31, 2015, in writing or the option to renew shall expire.

2. The rental price of said property is to be Ten (\$10.00) Dollars per year, payable in advance on the 1st day of each and every August during the term of this Lease.

In addition, Lessee shall make improvements to the property as specified below.

3. If the Lessee neglects to make any payment of rent when due, or shall breach any of the terms of this Lease, the Lessor may, after giving five (5) days written notice to Lessee of the claimed breach, unless the breach is cured by Lessee within the period of the five (5) day notice, at his option, declare the Lease forfeited and expel said Lessee therefrom with prejudice as Lessor's sole remedy; however, notice to quit possession and every other formality is hereby expressly waived in case of such default.

4. Lessee hereby agrees to pay for water, sewer, gas, and electric services in conjunction with said Lease to the premises.

5. Lessee hereby agrees to use the premises herein leased solely and exclusively for a railroad museum, art gallery, and gift shop which shall be open to the public as a tourist information center, and as a multi-purpose meeting facility open to the public with a charge for use of the premises limited to the amount necessary to defray the expense of using the facility.

6. Lessee agrees to have the Depot and Caboose open to the public as a welcome center a minimum of six (6) days a week and twelve months a year, encompassing the hours of operation identified in attached lessee's proposal (exhibit A). Lessee further agrees to provide Crossville/Cumberland County memorabilia for sale to visitors to the site.

7. Lessor agrees that any holding over by Lessee after the expiration of this Lease shall not constitute an automatic renewal of this Lease. However, Lessee will be responsible for the payment of rent during the period of any such holding over.

8. Lessee covenants that the Lessor shall not be liable for any damage to or injury of the Lessee, the Lessee's agents or employees, or to any person entering the premises, or to goods or chattels therein, and further, to indemnify and save the Lessor harmless from all claims of every kind and nature growing out of said matters and to indemnify and save Lessor harmless from and against any judgments, expenses and/or fees attorney's fees incurred by or suffered by Lessor due to any possible lawsuits resulting from Lessee's activities upon the demised premises.

9. In the event of total destruction of the premises by fire or other casualty, not caused by the grossly negligent or grossly careless use of Lessee, this Lease shall cease and come to an end and the Lessee shall be liable for rent only up to the time of such destruction. Should the premises herein leased be partially damaged by fire or other casualty not due to the grossly negligent or grossly careless use of Lessee, at any time during the term hereof, the Lessee shall give immediate notice thereof to the Lessor, who shall

thereupon cause same to be repaired. A reduction of rent proportionate to interference of occupancy shall be allowed the Lessee during the time necessary to restore said premises or make the necessary repairs, as the case may be, but no reduction, however, shall be allowed for any interruption by reason of damage or repairs to adjoining or contiguous premises.

10. The Lessee does hereby grant unto the Lessor the right to enter the leased premises during any reasonable time to inspect the same, or to have it appraised, or to have it inspected by any insurance agent or adjuster.

11. The Lessee shall use reasonable diligence in protection and care of said premises during the term of this Lease and will keep said premises free of any rubbish, obstacles and nuisances. Lessee shall notify Lessor of any maintenance issues with the property so Lessor can address such.

12. It is specifically agreed that this Lease contract shall not be sublet, or assigned without prior written consent of the Lessor in advance.

13. The Lessor shall not be liable to the Lessee, their employees or guests, for any damage to person or property caused by any negligent acts or omissions of any other persons, whether such persons be off the property of the Lessor or on the property with or without the permission of the Lessor/Lessee; nor shall Lessor be liable for losses or damages to contents or personal property of Lessee from theft, fire, water, rain, storm, explosion, or other causes whatsoever; nor shall Lessor be liable for loss or damages to contents or personal property of Lessee resulting from the failure, interruption or malfunction in the utilities provided the Lessee under this Lease contract, including losses resulting from business interruption. Lessee shall immediately notify Lessor of any accident with injuries or damage to property so that Lessor can investigate and file appropriate claim.

14. If this Lease is breached by nonpayment of rent or otherwise, the Lessor may accept said rent due or any part of the same with reservation or without knowledge of the Lessee's default and in doing so, Lessor does not condone said default by acceptance. The Lessor does not waive any rights stated in this Lease arising from said breach and the

Lessor is not estopped from the termination of this Lease as to that breach. In the event of the employment of any attorney by either party because of the violation of any terms or conditions of this Lease, the losing party shall pay such reasonable attorney's fees and other costs or expenses incurred by the prevailing party in connection therewith.

15. Lessor will maintain liability, and fire and casualty insurance on the building located upon the property and have the Lessee shown as additional insureds. Lessee shall maintain fire and casualty insurance upon its contents and personal property in such an amount as it desires.

16. This Lease contains the full agreements and understanding between the parties hereto and may not be altered, amended or changed in any respect without the express written consent of both parties thereto.

17. All notices and demands that may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Lessor to the Lessee shall be sent by certified United States Mail, postage prepaid, return receipt requested, addressed to the Lessee at the address hereinbelow, or to such other place as Lessee may from time to time designate in a written notice to the Lessor. All notices and demands by the Lessee to the Lessor shall be sent by certified United States Mail, postage prepaid, return receipt-requested, addressed to the Lessor at the address set forth herein, and to such other person or place as the Lessor may from time to time designate in a notice to the Lessee:

if to Lessor at: The City of Crossville
392 North Main Street
Crossville, TN 38555

if to Lessee at: Crafts Gallery
228 Interstate Dr Suite 122
Crossville TN 38555

The parties agree that the laws of the State of Tennessee will apply to all matters involving this Lease and option to renew. In the event any part, paragraph or provision of this Lease should be construed as null and void, then that part, paragraph or provision shall be omitted from the Lease with the remainder of the Lease remaining in full force and effect. This Lease shall be binding upon all parties, their heirs, executors, administrators, successors in interest and assigns and personal representatives.

IN TESTIMONY WHEREOF, said parties have executed this contract in quadruplet, one of which is retained by each of the parties hereto, on this the day and date first above written.

LESSOR:

THE CITY OF CROSSVILLE

By: 

J. H. Graham, III, Mayor

LESSEES:

CUMBERLAND ARTISANS OF TENNESSEE STUDIO

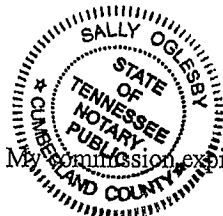
By: 


Grant Moss, Chairman

State of Tennessee)
)
County of Cumberland)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **J. H. Graham, III**, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be **Mayor of The City of Crossville**, of Crossville, Tennessee, the within named Lessor, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein expressed by signing the name of the corporation by himself as such Mayor.

WITNESS my signature and seal of office this 14th day of AUGUST, 2014.




Notary Public

My commission expires: 4/3/17

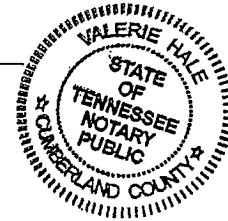
State of Tennessee)
)
County of Cumberland)

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Grant Moss, with whom I am personally acquainted, or proven to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be Chairman of the Cumberland Artisans of Tennessee Studio, the within named Lessee and that he as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein expressed by signing the name of the Cumberland Artisans of Tennessee Studio by himself as such Chairman.

 WITNESS my signature and seal of office this 15th day of August, 2014.

Valerie Hale
Notary Public

My commission expires: 6/4/16



**Proposal for the Operation of the "Crossville Depot" by
Cumberland Artisans of Tennessee Studio / Gallery (C.A.T.S.)**

C.A.T.S. a non-profit Co-Op formed by Artist in the Cumberland Area to promote and advance the arts in Crossville and surrounding area propose the following.

To operate the "Crossville Depot" as a mini welcome center and art outreach for visitors to and residents of Crossville. This would be done by staffing the Depot on a daily basis our tentative thoughts on hours would be Mon-Fri 10:00am-4:00pm, Sat. 10:00am – 2:00pm, other times as events warrant.

We would offer a full range of information pamphlets and or handouts from the many entities in our area. In addition we would bring art work by local artists back to downtown Crossville. We would display art by local artists for sale or for the enjoyment of the visitors. We believe that this would enhance the downtown experience of both local residents and visitors to our city. We would offer Crossville souvenir items for sale to promote the city

We would work with the folks participating in the Farmer's Market each Thursday to ensure they have a good experience. We are also exploring the best use for the caboose as we feel that it is an integral part of the Depot experience.

We understand that part of the operation of the Depot entails scheduling and overseeing the rental of the meeting facility, including the cleaning of the facility as necessary to ensure a pleasant experience for the renters. We further understand the importance of the revenue received from such rental to the Rotary Foundation and their scholarship program. To this point we would offer to share the revenue from the rental with the Foundation. As we are taking on the responsibility of staffing and day to day operation we feel that is appropriate that a portion of the proceeds go to our organization to help with our efforts to promote arts to both children and adults in our community through classes, demonstrations, and other artistic efforts. We feel that a 60 / 40 split with 60% going to the Rotary Foundation would be a fair agreement. We would request that any events held by our organization not be subject to a use charge. We

Exhibit A

would encourage input from the City as to setting a rental agreement and fees for the use of the facility.

We believe that our participation would be an asset to the City of Crossville and to the downtown area. Our Gallery at the Crossville Outlet Mall has been a great success and would serve as an extension of the Depot and help direct visitors to the downtown area and to the Depot. We have members with special events experience and with planning / overseeing events.

We are prepared to begin operation immediately. We have art and artists on standby to begin filling the Depot upon your approval of this proposal.

We would work on setting up a Web-site and / or a Facebook page to publicize hours of operation and hours available for rental of the meeting room

Thank you for the opportunity to add to the efforts to bring art back to downtown.

We look forward to your response and for the opportunity to work out complete details with you. We are excited about the prospect of joining with the City of Crossville, and the Rotary Foundation, to offer this experience to the visitors and residents of our town.

If there are any questions or concerns please do not hesitate to contact me.

Regards

Bob Wyrick

for members of

Cumberland Artisans of Tennessee Studio / Gallery.

Phone: 210-5599 business

210-9779 cell