

LEASE

This Lease is hereby made and entered into on this the 16th day of June, 2008, by and between **Patricia A. Copeland**, (hereinafter referred to as "Landlord"); and, **City of Crossville**, (hereinafter referred to as "Tenant").

WITNESSETH:

For and in consideration of the rentals, undertakings and mutual covenants hereinafter set forth, Landlord hereby leases to Tenant, and Tenant hereby leases and hires from Landlord, subject to the terms and conditions hereinafter expressed, that unimproved, commercial real property described on Exhibit "A" attached hereto, which consists of approximately 132 square feet, more or less, with all appurtenances and rights thereto ("Leased Premises").

The parties hereto mutually agree as follows, this Lease being expressly subject to the terms and conditions hereinafter set out:

1. **Leased Premises.** The parties hereto acknowledge and understand that the Leased Premises occupy or consist of all of the real property described on Exhibit "A" attached hereto.

This instrument prepared by:
Looney, Looney & Chadwell, PLLC, Attorneys
156 Rector Avenue, Crossville, Tennessee 38555
C1/d:leases/City of Crossville-Crossville Ford

SCANNED
Date 12/21/12

2. **Term.** The initial term of this Lease shall be for a period of five (5) years, beginning on June 1, 2008, and ending on June 1, 2013. The Tenant shall have the right and option to renew this Lease annually for consecutive terms of one (1) year each until such time, if any, that Landlord refuses to permit further renewals.

3. **Rent.** Rent shall be paid by Tenant to Landlord at the rate of \$1.00 per year.

4. **Early Termination.** There shall be no right of early termination.

5. **Condition of Leased Premises.** Tenant has examined the Leased Premises and accepts the same in their present state and condition as of the date hereof without any other representations or warranties, expressed or implied, in fact or in law, by Landlord as to the nature, condition or usability thereof.

6. **Use.** Tenant agrees that the Leased Premises will be used as a sign placement location in accordance with the laws and regulations of federal, state and municipal authorities applicable to the Leased Premises. Further, Tenant agrees that it shall not store hazardous materials on the Leased Premises.

7. **Improvements and Repairs.** Landlord shall not be responsible for the addition of, or any repairs, improvements or alterations to, any structures or appurtenances now on the Leased Premises or which may be placed there during the term of this Lease. Any permanent improvements made by Tenant to or upon the Leased Premises which still remain there at the expiration of this Lease, shall, upon such expiration of the Lease for whatever reason, be and become the sole property of Landlord. Tenant covenants that at no time during the term of this Lease, will it create or permit to be created or to remain, and will promptly

discharge, any lien or encumbrance upon the Leased Premises. Tenant further covenants that it will pay fully as the same become due and payable, all charges and expenses incurred in connection with any repairs, improvements or alterations made on or to the Leased Premises during the term of this Lease.

8. **Taxes.** Landlord shall pay all applicable real property taxes, if any, on the Leased Premises.

9. **Utilities.** Tenant shall pay any charges for electricity, water, gas, sewer, heat, telephone or other utilities which may be used, rendered, or supplied upon or in connection with the Leased Premises.

10. **Assumption of Risk.** As between Landlord and Tenant, Tenant shall, and does hereby assume all risks of loss or injury to the property or person of all persons, and to all inventory, goods, and other items of property, at any time upon the Leased Premises, while this Lease is in effect. Tenant shall, and does hereby agree to, indemnify and hold Landlord harmless for and from any and all claims, demands, suits, judgment, costs or expenses, including reasonable attorney fees, on account of any such loss or injury. Further, Landlord shall not be liable to Tenant for damages of any kind or type whatsoever arising, directly or indirectly, out of a condition of the Leased Premises or for theft, fire, natural disaster, or any other cause or occurrence. Notwithstanding the foregoing, Tenant shall have no obligation or liability with regard to any claim, demand, suit, judgment, costs or expenses, including attorney fees, with regard to loss, damage, death or injury arising out of or related to incident, occurrence, accident or omission, occurring or arising out of Landlord's use or presence upon or near the Leased Premises or the parking lot, sidewalk, entrances and other

common areas of the Leased Premises, and use or presence by Landlord's employees, agents, invitees and third parties who are not agents, employees, or invitees of Tenant ("Excluded Claims").

11. ***Insurance.*** The Tenant shall be responsible for obtaining and maintaining such insurance as it deems appropriate on its fixtures, equipment, and other items of personal property, if any, located within the Leased Premises and for the real property itself. The Landlord shall have no responsibility to reimburse the Tenant for any losses to its fixtures, equipment, and items of personal property of the Tenant located within the Leased Premises.

12. ***Signage and Improvements.*** Tenant shall have the right to be allowed to place signage and promotional fixtures on and in the Leased Premises, the design, content, size and placement of the same to advertise and promote the City of Crossville and its programs and projects. With regard to all changes or improvements to or in the Leased Premises, Landlord must pre-approve the same, which pre-approval shall not be unreasonably withheld.

13. ***Surrender.*** Tenant shall, upon the termination of this Lease as herein provided, provided there is no renewal of the same, peacefully and quietly surrender the Leased Premises to Landlord, including any improvements which may still remain thereon. Notwithstanding any term or provision herein to the contrary, Tenant may, but, in its sole and unfettered discretion, is not required to, remove all of its fixtures, improvements and personalty from the Leased Premises prior to termination of this Lease.

14. ***Landlord's Right Upon Default.*** If there should be a default in the

payment of rent or any part thereof, or other payment due hereunder, or if there shall be default in the performance of any other covenant, agreement or condition herein contained on the part of Tenant, for more than thirty (30) days, after written notice is given by Landlord to Tenant, this Lease shall thereupon be terminated at Landlord's option, and Landlord shall have the right to re-enter or repossess the Leased Premises. Tenant, nevertheless, shall be liable for all loss, including loss of rents, or damage resulting from such default or termination.

15. **No Waiver.** The failure of Landlord or Tenant to insist upon a strict performance of any term or condition of this Lease, shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have and shall not be deemed a waiver of any subsequent breach of such term or condition.

16. **Condemnation.** Should some public authority commence eminent domain proceedings resulting in the condemnation of all or any part of the leased premises, and should such condemnation materially affect the Tenant's use of the Leased Premises, the Tenant shall have the right to terminate the Lease. Any condemnation award shall be the sole and exclusive property of the Landlord.

17. **Fire and Other Casualty.** If the leased premises should be damaged or destroyed by fire or other casualty so as to cause such a material alteration in the character of the leased premises as to prevent Tenant from using it in substantially the manner theretofore used, either Landlord or Tenant may terminate this Lease.

18. **Landlord/Tenant Relationship.** It is expressly agreed and understood that Landlord shall not be construed or held to be a partner or associate of Tenant and the conduct of its business, it being expressly understood and agreed that the sole relationship

between the parties hereto is that of landlord and tenant.

19. **Assignment.** Tenant shall not assign this Lease or sublet the Leased Premises either in whole or in part, to any individual or entity without the prior written permission of the Landlord, which consent shall not be unreasonably withheld.

20. **Notices.** All notices and other communications to be given hereunder by either party shall be in writing and shall be mailed, certified United States Mail, return receipt requested (and the date of any such notice by certified mail, shall be deemed to the date of certification thereof), addressed to the parties as follows:

Landlord: Patricia A. Copeland
269 N. MAIN ST.
CROSSVILLE, TN 38555

Tenant: City of Crossville
99 Municipal Avenue
Crossville, Tennessee, 38555

or, at such other address as either party may later designate to the other in writing and delivered as would a notice as set forth hereunder.

21. **Entire Agreement.** The entire agreement between the parties hereto is contained in this instrument, and it is expressly agreed that no obligations of Landlord or Tenant shall be implied in addition to those herein expressly contained. Any amendment to this Lease must be in writing and signed by the parties hereto in order to be binding.

22. **General Provisions.** This Lease contains the entire agreement of the parties' hereto. Any amendment to this Lease shall not be binding upon any of the parties

hereto unless such amendment is in writing and executed by Landlord and Tenant. The provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Lease. This Lease may be executed in multiple counterparts, each of which shall constitute an original but all of which, taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph are for convenience only and do not add to or subtract from the meaning of the contents of each paragraph. Landlord and Tenant hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms and provisions of this Lease shall be executed and delivered by each party at Closing. This Lease shall be governed by, and construed and enforced in accordance with the laws of the State of Tennessee. Any litigation over this Lease shall be litigated in the Chancery Court of Cumberland County, Tennessee. The prevailing party in any such litigation shall be entitled to recover from the other party its costs and expenses, including reasonable attorney fees.

23. ***Effect and Law.*** The terms and conditions of this Lease shall be binding upon and inure to the benefit of, the parties hereto and to their respective heirs, successors, and personal and legal representatives. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should any provision hereof be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected but shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease
at Crossville, Tennessee, on the day and date first above written.

Patricia A. Copeland
Patricia A. Copeland, Landlord

City of Crossville-Tenant

By:

X [Signature]


Its:

MAYOR

State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared **Patricia A. Copeland**, the within named bargainor with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within and foregoing instrument as her free act and deed for the purposes therein contained.

WITNESS my hand and signature on this the 6 day of June, 2008.



NOTARY PUBLIC
AT LARGE
CUMBERLAND CO. TENN.

My commission expires: 2-6-12

State of Tennessee)
)
County of Cumbelrand)

Before me, a Notary Public in and for said County and State aforesaid, personally appeared **J. H. Graham, III**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor of the City of Crossville, Tennessee, a municipal corporation, and that he as such Mayor executed the foregoing instrument for the purpose therein contained, by signing the name of the City by himself as Mayor.

WITNESS my hand and official seal at Crossville, Tennessee on this the 10th day of June, 2008.


NOTARY PUBLIC
STATE OF TENNESSEE
CUMBERLAND COUNTY

My commission expires: 3/4/09

EXHIBIT "A"

BEGINNING on a nail and washer set on the southwest right-of-way of U.S. Highway 127 (Main Street, 84 foot width), said nail located Northwestward a distance of 471.56 feet from the Southeast corner of the tract conveying this easement; thence along the chord of a curve to the left (into Livingston Road), having a radius of 150 feet and length of 15.03 feet, North 33 deg. 56 min. 30 sec. West, a distance of 15.02 feet to an iron pin set for this survey; thence leaving the right-of-way of U.S. Highway 127 & Livingston Road, South 53 deg. 03 min. 48 sec. west, a distance of 8.95 feet to an iron pin set for this survey; thence South 33 deg. 45 min. 03 sec. East, a distance of 14.11 feet to a nail set for this survey; thence North 58 deg. 49 min. 39 sec. East, a distance of 9.00 feet to the point of BEGINNING, containing 132 square feet according to a survey made May 9, 2008 by Michael V. Stump, RLS No. 784. Bearings recited in this description refer to State Plane North.