

Prepared by:

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**City of Crossville, TN
Parking Lot Lease**

This lease, made and executed on the ____ day of _____, between **The C&C Fourth Family Limited Partnership**, (“Lessor”) and the **City of Crossville, Tennessee**, a private chartered municipal corporation of the county of Cumberland and state of Tennessee, (hereinafter referred to as “Lessee”).

Lessor is the legal owner and record holder of title of the premises at Thurman Avenue, Crossville, TN 38555 described as follows:

Map 113C – Group C – Parcel 025.00

Being Lots No. 53, 54, 55 and 56 of Block 12 of the original plat of the Town of Crossville, of record at Plat Book 1, Page 139, Register’s Office, Cumberland County, Tennessee.\

There is EXCLUDED, however, and not herein conveyed the following tracts or parcels of property heretofore conveyed: (this applies to tract three.)

- (1) That portion of Lots 53 and 54 of Block 12 of the original plat of the Town of Crossville by deed dated November 22, 1912, from W. C. Keyes to the Trustees of the First Baptist Church of Crossville of record at Deed Book 7, Page 105, Register’s Office, Cumberland County, Tennessee.
- (2) That portion of Lots 55 and 56 of Block 12 of the original plat of the Town of Crossville by deed dated April 20, 1936, from the Trustees of the Church of Christ of Crossville to the Trustees of the First Baptist Church of Crossville of record at Deed Book 23, Page 174, said Register’s Office.

Being Tract No. 3 of a deed conveyed to The C&C Fourth Family Limited Partnership by virtue of a deed dated June 30, 1998, of record in Book 1021, Page 395, Register's Office, Cumberland County, Tennessee.

Lessee has made an offer to Lessor to lease a portion of the premises for a term of 5 years, and Lessor has accepted the offer and has agreed to lease the portion of the Lot to Lessee, subject to the following covenants, terms and conditions.

In consideration of the covenants and agreements set out below, it is agreed by the parties, as follows:

1. Lessor leases to Lessee for use by Lessee for One Dollar \$1.00 per year a parking lot, the existing access roads and parking lot which comprise of the premises described as follows: Map 113C – Group C – Parcel 025.00.
2. To have the premises for a term of 5 years from the 1st day of January, 2022 through the 31st day of December, 2027.
3. The term of this lease shall be automatically renewed for an additional 1 year period commencing on the 1st day of January, 2028 and ending on the 31st day of December, 2028 and each year thereafter unless either party delivers to the other a written notice of Lessor's intention to terminate the lease. The notice must be delivered to Lessee on or before 60 days prior to the end of the original lease term.
4. Lessee, at any time, shall, upon written notice to Lessor, have the option to terminate this lease.
5. The Lessor agrees with the Lessee as follows:
 - (A) The Lessors will put the Lessee in actual possession of the premises at the beginning of the term, and the Lessee shall have the premises during the term of the lease.
 - (B) The Lessor, during the term of the lease, shall pay any special assessments, or real estate tax which have been or may be assessed, levied or imposed upon the premises and which may become due and payable during the term of the lease.
 - (C) Lessee, at its own expense, and upon notice to and consent of Lessor, which consent shall not be unreasonably withheld, shall have the right (but shall not be required) to make alterations and improvements upon the premises, including the right to remove trees, shrubs and underbrush, to excavate, grade or fill, to install storm water drain lines, catch basins, to construct or erect retaining walls, embankments, curbs, fences, or barricades, to install underground electric wiring, parking meters, to erect light poles and flood lights and to pave and surface the premises.
 - (D) Lessee, shall at its own expense maintain the parking lot by striping and sealing it as necessary and providing general maintenance and trash pick-up.
6. Lessee covenants and agrees with the Lessor as follows:
 - (A) The Lessee shall pay for all labor and material in connection with any removal of trees, clearing of shrubs or brush, excavation, drainage, grading, paving, snow removal, and other improvements of the premises and Lessee shall keep the premises and any improvements on the premises free and clear of all liens for labor or materials furnished; and Lessee will, at its own cost and expense, defend each and every lien asserted or claim filed against the premises for the work or improvements made on the premises and shall pay any judgments which may be entered against Lessor or Lessee arising from any lien for labor or materials and shall save the Lessor and its heirs or its agents harmless from any claims and actions on account of the claims, liens, or judgments arising out of or connected with any construction work, improvements or repairs made to the premises during the term of this lease.
 - (B) The Lessee shall not do or allow anything to be done on the premises by which persons or

property on the premises may be injured or endangered and the Lessee shall hold the Lessor harmless from and against all claims, liabilities, damage, loss, or expense for injury to persons or property on the premises. Lessee shall procure and deliver to Lessor a policy or certificate of insurance issued by a responsible casualty insurance company evidencing that Lessee is insured against claims for loss, cost, or injury to persons or property incurred upon the premises, arising out of or caused by acts of commission or omission of Lessee; his or her agents, employees, patrons or other persons permitted by Lessee to be upon the premises. If Lessee shall fail to do so then Lessor may obtain the insurance and keep it in force during the term of this lease and upon Lessor's demand for payment the cost of the insurance shall be deemed additional rent and shall be payable to Lessor with the next succeeding installment of rent due under this lease. The insurance policy shall have a minimum limit of \$1,000,000 for bodily injury to any one person and \$1,000,000 for bodily injury in the aggregate, also a minimum limit for property damage of \$200,000.

(C) All of the additions and improvements (other than parking curbs, meters, meter posts, signs and equipment peculiarly appropriate for use by Lessee) made to the premises by Lessee shall become the property of the Lessor and shall remain upon the premises at the termination of this lease, by lapse of time or otherwise.

(D) The Lessee shall be solely responsible for the maintenance of the leased premises, and shall maintain the premises as needed.

7. It is agreed by the parties as follows:

(A) The Lessor shall not be liable for any loss, damage or injury to the property of the Lessee or to persons, property or effects of any other person, firm, or corporation, incurred upon the premises or on adjacent premises occupied by the Lessee, caused by any present, future, latent or other defect in the form or condition of the premises or any part of the premises.

(B) No waiver, by either party, of a breach of any covenant contained here, shall be construed to be a waiver of any succeeding breach of the same covenant.

(C) At the termination of this lease, by lapse of time or otherwise, Lessee shall be under no obligation to restore the premises to the condition in which they were at the commencement of this lease, but Lessee shall surrender the premises to Lessor, and Lessor shall accept the same, in their then condition and at that time this lease shall be void and of no further force.

(D) Lessee shall have the right to regulate the use and operation of the premises and to determine the hours of operation of the premises and the rates to be charged.

(E) At the option of either party this lease (or a memorandum of this lease which shall be executed by all of the parties to the lease) may be filed in the office of the Recorder of Deeds of Cumberland County, Tennessee.

8. Any and all notices at any time to be served upon the parties, shall be in writing and shall be sent by United States mail, postage prepaid, certified mail with return receipt requested. Any notice by the Lessee to the Lessor shall be mailed to it at _____, Crossville, TN _____, or to such other persons, firm or corporation or at such other place as Lessor may, in

writing designate. Any notice by the Lessor to the Lessee shall be addressed to The City of Crossville City Hall, at 392 North Main Street, Crossville, TN 38555 or to such other person, firm or corporation, or at such other place as Lessee may in writing designate. Any notice given as specified here shall be transmitted by United States mail, postage prepaid, certified mail with return receipt requested, and notice so given shall be deemed delivered as of the date of certification in any United States Post Office.

9. All of the covenants and agreements contained here shall be binding upon the Lessor and Lessee jointly and severally, and shall be binding upon and inure of the benefit to the parties to this agreement, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their respective hands or caused this instrument to be duly executed on the day and date first above written.

LESSOR:

The C&C Fourth Family Limited Partnership

By: _____
Tommy Hill Cravens

Its: _____

Date: _____

LESSEE:

City of Crossville Tennessee

By: _____
James Mayberry

Its: Mayor

Date: _____