

LEASE AGREEMENT

This Lease is made and entered into this ____ day of _____, 2020 by and between the **Town of Thompson's Station, Tennessee**, a municipality, herein called "Town", and **Tennessee Equine Hospital, PLLC**, a Tennessee limited liability company, herein called "Lessee."

WHEREAS, the Town owns real property which was formerly used as a cattle farm, including barns, fencing and other structures, which is located at 1600 Thompson's Station Road West; and

WHEREAS, this property is intended to be used as primarily as a passive park and to preserve the rural, agricultural and pastoral character of the Town; and

WHEREAS, Lessee operates an equine hospital in the Town and wishes to use a portion of the property, including the existing structures, for its business; and

WHEREAS, it is in the Town's and public's interest for the property to be maintained in its current condition and for a similar agricultural use; and

WHEREAS, the Lessee will make the property available for public and educational use as set out herein, and shall comply with all federal, state and local statutory requirements for such operation; and

NOW THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **PRESMISES.** The Town hereby leases to Lessee, upon the following terms and conditions, a portion of the property and improvements, located at 1600 Thompson's Station Road West, more particularly described on **Exhibit A**, attached hereto, hereinafter the "Premises."
2. **TERM.** The term of this Lease shall be three (3) years, and shall begin on the 1st day of May, 2019 and end on the 30th day of April, 2022. The parties may agree to extend the Lease term or terminate the lease in accordance with Section 6.
3. **RENT.** The Lessee shall pay to Town a total rent of \$250.00 per month for the term.
4. **REPAIRS AND MAINTANCE.** As additional consideration, Lessee agrees to maintain the Premises in a clean and safe condition for its use and the Town's or public's access as set forth in the General Terms and Conditions set forth in **Exhibit B**.
5. **USE.** Lessee shall use said Premises for the following purposes and no others without prior written consent of the Town:

Lessee shall use the Promises for the boarding of horses for breeding and artificial reproduction purposes. The Promises may also serve as overflow boarding for Lessee's equine hospital. To the extent feasible and practicable, Lessee shall endeavor to provide to make the Premises available to other groups and members of the public for educational and/ or other civic purposes. The

Lessee will work with the Town to create a plan and schedule of events to allow public access to and tours of the Premises from time to time.

No other uses, activates or operations shall be conducted by the Lessee from the leased Premises without first obtaining the prior written consent of Town.

Lessee understand that Premises are governing by a Conservation Easement for that benefit of the Land Trust of Tennessee. Lessee agrees to comply with all terms and restrictions of said easement and agrees that it will be responsible and liable to the Town and / or Land Trust for any violations of such easement,

6. LEASE EXTENSION: TERMINATION. This lease may be renewed for two (2) additional one (1) year terms upon the mutual consent of both parties. Written notice of the request to renew must be given by the Lessee to the Town at least sixty (60) days prior to the end of the Term. If agreement on renewal or on the terms of renewal cannot be reached prior to the termination date of this lease, then this lease will terminate according to its term. Any renewal of this lease may be in an addendum form at the option of the Town. In addition to the foregoing, after April 30th, 2022, either party may terminate this lease at any time upon ninety (90) days written notice.
7. INSURANCE. The Lessee shall carry fire and extended coverage insurance on the facility. In the case of loss, the decision to repair, replace, or demolish rests solely with the Town. Lessee shall also carry general liability insurance, covering its use of the Premises, in the amount of at least \$1,000,000/ \$2,000,000, naming the Town as an additional insured, and shall provide the Town a copy of said insurance policy prior to occupying the Premises or at the time of execution of this Lease.
8. LIABILITY. Lessee agrees to hold the Town harmless for any bodily injury or property damage done by the Lessee or its invitees on the premises during the period of this lease.
9. INDEMNIFICATION. Lessee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless the Town, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgements, including cost of defense, which is caused by, arises out of, or is incidental to Lessee's breach or violation of terms of this agreement.
10. GENERAL TERMS AND CONDITIONS. Attached hereto as Exhibit B and incorporated herein by reference are the General Terms and Conditions. In the event of any conflict or inconsistency between the terms of this Lease and the Town of Thompson's Station General Terms and Conditions, the terms of this Lease shall control.
11. DEFAULT. Lessee's failure to keep, observe or perform any term or conditions of the Lease, including those set forth in Exhibit B, shall constitute a default. In the event of default, the Town shall be entitled to terminate the Lease, re-enter and take possession of the Premises. Lessee shall pay reimbursement to the Town for any and all cost Town incurs to protect its interest as a result of a default, including reasonable attorneys and court cost.

12. ENTIRE AGREEMENT-AMENDMENTS: This printed Lease together with the attached General Terms and Conditions, all referenced exhibits, expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the parties. There are no terms obligations, covenants or conditions other than those contained herein. Except as otherwise provided herein, no modification or amendment of this Lease shall be valid or effective unless evidenced by an agreement in writing signed by both parties.
13. SURRENDER. Upon the expiration or termination of this Lease, Lessee shall surrender the Premises of Town in the same condition and repair as delivered, ordinary wear and tear excepted. If Lessee fails to remove any of its property from the Premises upon expiration or termination, the Town may remove and store such property, and any such property shall deem abandoned. Lessee agrees to pay Town any expenses incurred by Town in the removal, storage or disposal of such property, and Town may remove, store and dispose of such property as Town shall determine, without liability to Lessee whatsoever.
14. NOTICES. Required notices except legal notices shall be given in writing to the following respective address:

To Town:
Town of Thompson's Station Tennessee
1550 Thompson's Station Road West
P.O. Box 100
Thompson's Station, TN 37179

To Lessee:
Tennessee Equine Hospital, PLLC
1508 Thompson's Station Road West
Thompson's Station, TN 37179

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the _____ day of _____, 2020

LESSEE:

Tennessee Equine Hospital, PLLC

BY: _____

Date: _____

LESSOR:

Town of Thompson's Station, Tennessee

BY: _____

Corey Napier Mayor

Date: _____

Approved as to form:

Town Attorney

EXHIBIT A

Beginning at a railroad spike found in the centerline of Thompson Station Road, said spike laying 713 feet +/- northerly along centerline from CSX Railroad tracks, also being the southwest corner of this tract and the northwest corner of the John R. Ragan property (Deed Book 330, Page 111); thence, along the existing centerline and projection of the centerline of Thompson Station Road, north 00 degrees 04 minutes 00 seconds west 546.42 feet to an iron pin (old) in the southerly line of William F. Dodson (Deed Book 318, Page 758); thence, with Dodson's line as follows: south 87 degrees 14 minutes 27 seconds East 171.73 feet to an iron pin (old) at fence corner, north 02 degrees 34 minutes 08 seconds East 3, 122.07 feet to a stone marker at an 8 inch Hackberry tree at fence line intersection with southerly line of Howard W. Hay, Jr. (Deed Book 476, Page 312); thence, north 65 degrees 29 minutes, 59 seconds East 150.18 feet to a stone marker at a 12 inch Hickory tree at fence line intersection; thence with southerly line of Hardie Shearin Fields, trustee property (Deed Book 1,013, Page 301) as follows: south 27 degrees 39 minutes 26 seconds east 296.47 feet to stone at fence corner, south 87 degrees 04 minutes 14 seconds east 568.64 feet to an iron pin (new) at fence intersection, south 89 degrees 57 minutes 34 seconds east 1,148.04 feet to an iron pin (new) in centerline of CSX Transportation Railroad tracks, having an apparent 60 foot right-of-way; thence with the center of said railroad tracks and a curve to the left having a delta of 26 degrees 37 minutes 22 seconds, a radius of 2,370.58 feet, a tangent of 560.88 feet, an arc length of 1,101.50 and a chord of south 00 degrees 17 minutes 28 seconds east 1,091.61 feet to an iron pin (new), said pin also being the northeastern corner of the aforementioned John R. Ragan property; thence with Ragan's line as follows: South 79 degrees 18 minutes 16 seconds West 925.39 feet to an iron pipe (old); south 29 degrees 28 minutes 08 seconds west 710.85 feet to an iron pin (old); south 52 degrees 07 minutes 47 seconds west 154.26 feet to an iron pipe (old); south 01 degrees 18 minutes 54 seconds west 1,388.12 feet to an iron pipe (old); south 89 degrees 07 minutes 44 seconds west 995.17 feet to the point of beginning, according to a survey by Thomas, Miller and Partners, dated November 7, 1994.

EXHIBIT B

**TOWN OF THOMPSON'S STATION TENNESSEE
GENERAL TERMS AND CONDITIONS**

1. COMPLIANCE WITH ALL LAWS AND REGULATIONS. In leasing the Premises, Lessee will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
2. UTILITIES. Lessee shall timely pay for all cost, expenses, fees, services, and charges of all kinds for heat, light, water, gas, telephone, and for all other utilities used on said Premises.
3. IMPROVEMENTS AND ALTERATIONS. Lessee shall make no alterations or improvements to or upon the Premises (other than ordinary cleaning, painting or minor repairs), or install any fixtures (other than trade fixtures which can be removed without injury to the Premises) without first obtaining written approval from Town. Unless otherwise stipulated, all improvements or alterations erected or made on the Premises shall upon expiration of this Lease, belong to Town without compensation to the Lessee.
4. CONDITION OF PREMISES. THE LESSEE HAS INSPECTED AND KNOWS THE CONDITION OF THE PREMISES AND IT IS UNDERSTOOD AND AGREED THAT THE PREMISES ARE LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS WITHOUT ANY OBLIGATION ON THE PART OF TOWN TO MAKE ANY CHANGES, IMPROVEMENTS, OR TO INCUR ANY EXPENSES WHATSOEVER FOR THE MAINTENANCE OF REPAIR OF THE PREMISES.
5. CONSTRUCTION DEFECTS. The Town shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the Premises, whether known or unknown, or for damage by storm, rain, or leakage or any other occurrence.
6. MAINTENANCE. The Lessee shall throughout the term of this Lease without cost or expense to Town, keep and maintain the leased Premises in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair.
7. SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Lessee on any part of the outside of the Premises without the prior written consent of Town.
8. ASSIGNMENT OR SUBLEASE. Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises, nor grant an option for assignment, transfer or sublease for the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise.

9. RIGHT OF ENTRY- At all times during normal business hours, free access to the premises will be given to representatives of the Town for purposes of inspecting the property.