

This Instrument Prepared By:
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Attorney at Law, PLLC
607 Smithview Drive
Maryville, Tennessee 37803

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by and between BLOUNT COUNTY, TENNESSEE, ("Blount County") a political subdivision of the State of Tennessee and the CITY OF TOWNSEND, TENNESSEE, ("Townsend") a municipality and political subdivision of the State of Tennessee.

WHEREAS, Blount County, Tennessee owns the Kinzel Springs Road Bridge which spans over the Little River; and

WHEREAS, Blount County, Tennessee has determined that the Kinzel Springs Road Bridge was no longer structurally sound for the purposes of automobile and motorized traffic and therefore, Blount County was contemplating completely closing down and demolishing Kinzel Springs Road Bridge; and

WHEREAS, it was determined that it would be more economically feasible to rehabilitate the Kinzel Springs Road Bridge for the purpose of pedestrian and bicycle traffic only rather than completely demolishing the bridge; and

WHEREAS, the Lessor Townsend, Tennessee has encouraged Blount County to rehabilitate the Kinzel Springs Road Bridge for purposes of pedestrian and bicycle traffic with an understanding that Townsend would be willing to lease said property and maintain the same to provide pedestrian and bicycle access to the bridge for citizens and visitors of the Townsend area; and

WHEREAS Blount County and Townsend both agree that it will be in the best interest of the citizens of Blount County and Townsend to have the Kinzel Springs Road Bridge available as a pedestrian and bicycle bridge.

NOW, THEREFORE the parties agree as follows:

1. Blount County hereby leases and rents to Townsend and Townsend hereby accepts

as tenant and lessee, the Kinzel Springs Road Bridge which extends over Little River and will include the point from the right-of-way on each end of the bridge and the entire bridge area crossing Little River. This lease shall begin on the _____ day of _____, 2018 and shall continue for a period of ninety-nine (99) years from the date this lease is executed.

2. Townsend shall pay Blount County the sum of One Dollar (\$1.00) per year as rental for the leased premises which amount shall be due on the 1st day of July each year during the term of this lease.

3. Townsend shall use the leased bridge only for pedestrian, bicycle and other non-motorized traffic as the bridge is not structurally sound enough for automobile or other motorized vehicle traffic.

4. Townsend shall not assign, transfer or sublet the leased premises or any part thereof.

5. Townsend shall be solely responsible for the maintenance and care of the leased premises which shall be kept in a good state of repair and in compliance with all applicable federal, state and county regulations.

6. Townsend may erect, at its own cost and expense, any such signage as may be reasonably necessary for the use of the leased premises.

7. Townsend may cover the bridge so as to make the bridge a covered bridge, but shall do so at their own cost and expense.

8. Townsend shall keep in effect public liability insurance upon the leased premises in an amount not less than One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) in the aggregate, with Blount County named as an additional insured thereunder.

9. Townsend shall provide Blount County with certificates of insurance on or before July 1st of each year evidencing that the insurance coverage required above is in effect. This certificate shall contain a provision that the coverage afforded under the policy will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Blount County.

10. This lease shall be binding upon the parties hereto and their successors in interest.

11. This lease shall become effective only upon approval of the Lease Agreement by the governing bodies of Blount County, Tennessee and Townsend, Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement
as of the 18th day of December, 2018.

LESSOR:

BLOUNT COUNTY, TENNESSEE

By: _____
Ed Mitchell, County Mayor

LESSEE:

TOWNSEND, TENNESSEE

By: Ron Palewski
Ron Palewski, City of Townsend Mayor

[illegible]

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Ed Mitchell, 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 BLOUNT COUNTY, TENNESSEE the within named bargainor, a political subdivision of the State of Tennessee, and that he as such Mayor, executed the foregoing instrument for the purposes therein contained, by signing the name of Blount County, Tennessee, by himself as Mayor.

Witness my hand and official seal of office this _____ day of _____, 2018

My Commission Expires:

[illegible]

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Ron Palewski, 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 TOWNSEND, TENNESSEE the within named bargainor, a municipality and political subdivision of the State of Tennessee, and that he as such Mayor, executed the foregoing instrument for the purposes therein contained, by signing the name of Townsend, Tennessee, by himself as Mayor.

Witness my hand and official seal at office this 18th day of December, 2018

My Commission Expires: 08/23/2022



Amy Lee Williamson