

AGREEMENT

This Agreement entered into this ____ day of _____, 2019 by the undersigned parties, BLOUNT COUNTY, TENNESSEE, a political subdivision of the State of Tennessee (hereinafter "Blount County") and the CADES COVE PRESERVATION ASSOCIATION, a 501(c)(3) non-profit corporation (hereinafter "CCPA") effective beginning the ____ day of _____, 2019.

WHEREAS, Blount County owns certain real property known as Thompson Brown House (hereinafter "Thompson Brown") which property is more particularly described as follows:

SITUATED in District Nine (9) of Blount County, Tennessee within the corporate limits of the City of Maryville, and being more particularly described as follows:

BEGINNING in the northwestern corner of the premises at an iron pin in the southern right of way line of State Highway 73 (U.S. Highway 321) and at the eastern edge of a road to the Blount County Health Department; thence (1) with said right of way line, N. 85-47-00 E. 179.81 feet to an iron pin, said iron pin being 20 feet from the common corner of Blount County and Maryville College; thence (2) a divisional line between these premises and the remaining property of Blount County, S. 04-13-00 E. 172.63 feet to an iron pin at the edge of a parking lot; thence (3) a divisional line between these premises and the remaining property of Blount County and with the northern edge of said parking lot, S. 83-59-14 W. 177.01 feet to an iron pin at the eastern edge of the road to the Blount County Health Department; thence (4) a divisional line between these premises and the remaining property of Blount County and the eastern edge of said road N. 05-08-42 W. 178.20 feet to the beginning, containing 0.718 acre, and being according to a survey of Blount County Engineering Department dated October 26, 1979, which is attached hereto and shows the leased Premises by the highlighted boundary of the same and the same is referred to herein as the "Premises".

WHEREAS, by Resolution adopted on ____ day of _____, 2019, Blount County's legislative body approved this Agreement between Blount County and CCPA; and

WHEREAS, this Agreement is based upon the mutual covenants of the parties contained herein.

NOW, THEREFORE, based upon the considerations above, the parties agree as follows:

1. CCPA shall have the right to enter upon, use, supervise and control the Thompson Brown for the purposes of preservation, restoration, maintenance and public use of the Premises. However, Blount County shall retain fee simple ownership of the Premises and all improvements thereon.

2. CCPA shall pay Blount County the sum of One Dollar (\$1.00) per year as rental for the Premises which amount shall be due on the 1st day of July each year during the term of the lease.
3. CCPA shall have the responsibility for the preservation, restoration, use and maintenance of the Premises. Specifically, CCPA shall plan any restoration, shall execute and let contracts for restoration and shall distribute funds for the restoration and maintenance, provided disbursement of funds shall comply with the provision of any grants or donations at all times. Any such restoration or maintenance projects shall require final approval by Blount County Mayor, which approval shall not be unreasonably withheld.
4. Blount County as the owner of Premises will fully cooperate in the preservation, restoration, use and maintenance of Thompson Brown and shall join in any application(s) for grant(s) or donation(s) if necessary.
5. CCPA shall provide a member, employee or designated representative to be present when the house is open to the public. The house shall be open to the public on a regular schedule as agreed between CCPA and Blount County.
6. CCPA shall pay for all utilities for Thompson Brown and shall be responsible for the maintenance of the Premises.
7. CCPA shall indemnify and hold Blount County harmless from any and all claims, demands or injury to person or property, including attorney fees arising out of CCPA's use of the Premises.
8. CCPA shall maintain a general liability insurance policy(ies) with a minimum coverage of \$1 Million per incident with a \$2 Million aggregate. CCPA shall provide Blount County with certificates of insurance on or before July 1st of each year evidencing Blount County listed as an additional insured. 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 been given to Blount County.
9. This Agreement may be amended or modified at any time by the parties in writing.
10. Either party may terminate this Agreement upon giving the other party ninety (90) days written notice thereof.
11. Neither party shall assign its rights under this Agreement without written consent of the other party.
12. The term of this Agreement shall be for a period of five (5) years from the date that the Agreement is entered into. Thereafter, the Agreement shall renew itself for one additional five (5) year term unless either party shall provide written

notice of its intent to terminate this Agreement pursuant to the termination clause set forth above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives designated by the following signatures:

ED MITCHELL, MAYOR
BLOUNT COUNTY, TENNESSEE

DATE: _____

_____, **PRESIDENT**
CADES COVE PRESERVATION ASSOCIATION

DATE: _____

APPROVED AS TO FORM:

CRAIG L. GARRETT, ATTORNEY
Attorney for Blount County, Tennessee

DATE: _____