

LEASE AGREEMENT

THIS AGREEMENT is made this the _____ day of _____ 2019, between, Maury County, Tennessee, hereinafter designated "LESSOR", and The City of Columbia, Tennessee, hereinafter designated as "LESSEE".

W I T N E S S E T H:

In consideration of the mutual covenants herein and other valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. **LEASED PREMISES:** LESSOR hereby leases to LESSEE the approximately one acre described in Exhibit 1, which is attached hereto and incorporated herein by reference, hereinafter the "leased premises".

2. **TERM:** The initial term of this lease shall be for a period of twenty-five (25) years commencing on the ____ day of _____, 2019, with automatic renewals of ten (10) year terms.

3. **POSSESSION:** Possession of the leased premises shall be on the execution of this lease by both parties.

4. **RENT:** LESSEE shall pay One Dollar (\$1.00) per year in rent for such premises Said rent is due and payable on the tenth (10) day of each calendar year.

5. **SUBLEASES AND ASSIGNMENTS:** LESSEE agrees not to assign or sublet this lease or leased premises or any part thereof.

6. **USE OF PREMISES:** The leased premises shall be used and occupied by LESSEE for use as a Dog Park pursuant to the terms of the Memorandum of Understanding Between The City Of Columbia, Tennessee and Maury County, Tennessee, which are as follows:

- A. Lessee shall be solely responsible for constructing, operating and maintaining such dog park and shall hold County harmless for such operation.
- B. Lessee shall be solely responsible for obtaining and maintaining liability insurance concerning the operation of such dog park.
- C. Lessor agrees to allow Lessee access to Lessor's existing water line to run lines to provide water to said dog park.

- D. If the property ceases to be operated as a dog park, Lessee shall remove the fencing, as well as any added amenities and restore such property to its prior condition.
- E. The hours of operation shall be from when Maury County Park opens in the morning until sundown, seven days per week.
- F. The dog park shall be closed during Mule Day from Tuesday night until Sunday morning. Said dog park shall also be closed at such other times as directed by the Maury County Park Director or the City of Columbia Director of Parks.
- G. The Rules of Operation of said dog park shall be approved by the Maury County Park Director and shall be posted at said park. The dog park shall also be operated subject to the rules and regulations of Maury County Park which are to be enforced by Maury County law enforcement.
- H. The removal of any trees shall be approved by the Maury County Park Director prior to removal.
- I. Lessee shall be entitled to the rights of way and parking areas in the Maury County Park in order to have access to the dog park.

7. If desired by either party, the parties shall concurrently with the execution of this lease execute a memorandum of this lease to be recorded by and at the expense of party desiring to record lease in the records in the Office of the County Register of Deeds, setting forth:

- (a) The names of the parties of this lease; and
- (b) The term of this lease; and
- (c) Description of the leased premises.

IN WITNESS WHEREOF, the parties hereto, have executed this lease on the day and date first above written.

THE CITY OF COLUMBIA, TENNESSEE,
LESSEE

By: _____
CHARLES (CHAZ) M. MOLDER, Mayor

APPROVED AS TO LEGAL FORM:

C. TIM TISHER, City Attorney

MAURY COUNTY, TENNESSEE,
LESSOR

By: _____
ANDY OGLES, Mayor

APPROVED AS TO LEGAL FORM:

DANIEL MURPHY, County Attorney

MAURY COUNTY PARKS BOARD

By: _____
Its Chairman