
**LEASE AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE,
AND THE CITY OF FRANKLIN**

THIS LEASE AGREEMENT, (“Lease”), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter “County”), and the **CITY OF FRANKLIN**, (hereinafter “City”), concerning the lease of property for the construction and operation of a temporary fire station.

WHEREAS, Williamson County has the express authority, upon approval of its governing body, to lease county property upon such terms as its legislative body deems appropriate; and

WHEREAS, Williamson County owns improved real property at 4215 Long Lane, Franklin, Tennessee that is used as the Williamson County Agricultural Exposition Park, (“Ag Park”); and

WHEREAS, pursuant to Tennessee Code Annotated, Section 12-9-104, the County and City executed an Interlocal Agreement where the City agrees to extend its sanitary sewer infrastructure along Long Lane to provide sewer services to the Ag Park and as consideration the County has agreed to transfer temporary construction and permanent easements and ownership of approximately 2.5 acres of the Ag Park property to the City to construct a fire station to provide fire protection and related emergency response services to the surrounding area; and

WHEREAS, the City desires to lease a portion of the Ag Park property to construct a temporary fire station which will include a pole barn and temporary living quarters until it completes the construction of the permanent fire station; and

WHEREAS, the City agrees to transfer ownership of the pole barn to Williamson County once the City completes construction of the permanent fire station; and

WHEREAS, the parties recognize the importance of providing efficient and effective fire protection and prevention services to the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. PURPOSE.** The purpose of this Lease is to provide space to the City to construct a temporary fire station and living quarters to afford the City a location to provide fire protection and related emergency response services.
- 2. PROPERTY.** In consideration of the obligation of the City as herein provided and in consideration of the other terms, covenants and conditions hereof, County hereby leases to City a portion of the improved property located at 4215 Long Lane, Franklin, Tennessee to construct a pole barn and temporary housing unit, as generally shown on the plans (“Property”). Attached as Exhibit A is the site map of the Property.
- 3. ACCEPTANCE OF THE PROPERTY.** City acknowledges and agrees that it takes possession of the Property “AS IS” and with all faults and no duty of County to make or perform any construction, repairs, replacements, maintenance, alterations or improvements to the Property. County makes no representation as to the suitability of the Property and any repairs, use or modification of the Property shall be at the sole cost and risk of the City.
- 4. TERM OF THE LEASE.** The initial term of this Lease shall be for a term of three years and shall commence on February 1, 2015 and shall end on January 31, 2018 or until such time as the City has obtained a certificate of occupancy for its permanent fire station with such rights of termination as are hereinafter expressly set forth. The Lease may be extended for additional one year terms upon written agreement of the parties. In no event shall this Lease exceed five years.
- 5. USE.** City may use the Property in any manner directly related to the provision of fire prevention and emergency response services so long as such use does not cause unreasonable economic loss, property damage, or environmental harm to County or the Property. Any change of use from this initial use requires the prior written consent of County, such consent not to be unreasonably withheld, conditioned or delayed. City shall use the Property only for lawful and moral purposes in full compliance with applicable ordinances, statutes, rules and regulations. City has the right of access along existing driveways located on the AG Park Property
- 6. CONSTRUCTION OF STRUCTURES.** City shall have the right to construct a pole barn and a temporary living facility on the Property to store the fire apparatuses and related vehicles and equipment needed to provide fire prevention and related emergency response services. City shall also be responsible for purchase and installation of a septic holding tank under the supervision of a professional engineer experienced in the type of work as provided in Section 9. City agrees to provide all construction and installation plans of all structures to be constructed on the

Property to the County for comment and written approval prior to the commencement of any work, which shall not be unreasonably withheld, or delayed. See Exhibit B.

7. COMPENSATION. As compensation for the lease of the Property, City agrees to transfer all ownership interest in the pole barn to County free from all liens and encumbrances on the date this Lease is terminated in any manner as provided herein. Prior to termination of this Lease, should the City determine that it has no use for the temporary living facility constructed on the Property, City shall notify the County within 30 days from the date of termination, and give the County first right of refusal to purchase the living facility at fair market value. Should the County determine that it can use the living facility and wishes to purchase the living facility from the City, the City shall transfer all ownership interest of the living facility to County free from all liens and encumbrances on the date this Lease is terminated in any manner as provided herein.

8. REPAIR AND MAINTENANCE. Acknowledging that the compensation for the lease of the Property shall be transfer of ownership of the pole barn and possibly the temporary living facility, the City shall, during the term of this Lease, maintain the pole barn and temporary living facility and all appurtenances in good repair and condition including, but not limited to, the maintenance and repair of the plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the City.

9. PUMP AND HAUL SYSTEM.

- (A) Permit. The City shall be solely responsible for obtaining the required permit modification to the current County pump and haul permit issued by the Tennessee Department of Environment and Conservation, ("TDEC"), and all documents and costs associated with the permit modification. The County shall cooperate with the City to obtain the permit modification by providing information or documentation in possession of the County that is needed to seek and receive approval of the permit modification from TDEC. The City shall not commit any act that would adversely affect the County's pump and haul permit issued by TDEC or any other approvals granted by a governmental entity.
- (B) Government Approvals. The City shall be solely responsible for obtaining all governmental approvals including, but not limited to, approval from the Williamson County Department of Sewage Disposal Management ("WCSD") and TDEC.
- (C) Installation. The City shall contract with a certified septic tank contractor licensed and experienced in the type of installation of the septic holding tank, warning device and control panels required by TDEC and all other applicable governmental regulations. The septic tank system shall be installed in accordance with the stamped engineering plans approved first by a professional engineer and then by the County and shall be of the type and size required by TDEC and WCSD. All work provided in the installation of the septic holding tank and all related apparatuses shall be conducted at the direction of the professional engineer.
- (D) Disposal Services. The City shall execute a separate contract with the County's current pump and haul contractor to provide hauling, disposal and maintenance services on a continuous basis for the entire term of this Lease or until the septic holding tank, warning device and control panels are removed from the Property. City shall be responsible for requesting and paying for the pumping and hauling services.
- (E) Maintenance. City shall be solely responsible for the cost of the operation and maintenance of its septic tank system in accordance with applicable law at all times and take all actions necessary to ensure the system is maintained and operated in compliance with applicable law. City shall be solely responsible for the cost of any septic tank failures as well as sewer waste leaks and all other damages, injuries or costs related to the maintenance or operation of the septic holding tank.
- (F) Removal. Prior to termination of this Lease, City shall be responsible for all costs related to removing, transporting, and disposing of the septic holding tank, warning device, control panels and all other related devices in accordance with applicable law unless the County has agreed to take ownership of the septic holding system.

10. SURRENDER OF POSSESSION. Upon termination or expiration of this Lease, City will peaceably surrender to the County the Property in good order and condition, reasonable use and wear thereof and damage by earthquake, public calamity, or circumstance for which County is responsible pursuant to this Lease excepted. County shall not be responsible for any items, fixtures, equipment, material or any other item owned or leased by the City which remains on the Property beyond the termination of this Lease. Should the City maintain ownership of the living facility constructed on the Property, City shall remove the structure in a timely manner. City shall reimburse the County for any and all damages proximately resulting from the removal of the improvements. This Section 10 shall survive the expiration or termination of this Lease.

11. TERMINATION FOR CONVENIENCE. Either the County or City may terminate this Lease at any time by giving written notice to the other party at least 60 days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

12. TERMINATION FOR CAUSE. The failure of either party to comply with any material provision of this Lease within thirty days after written notice of such failure to comply is given by the non-breaching party, or if it is not feasible to cure such failure within such period, to begin performance of such material provision within such period and to diligently pursue performance to completion in a reasonable period of time thereafter, the non-breaching party may terminate this Lease and seek all available legal and contractual remedies available to the non-breaching party.

13. INSURANCE. Each party shall be responsible for obtaining and maintaining its own liability and property insurance related to this Lease.

14. ASSIGNMENT AND SUBLETTING. This Lease cannot be assigned or subleased by either party.

15. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Lease. No person or entity other than a party to this Lease shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Lease.

16. AUTHORITY TO ENTER INTO LEASE. This Lease is made and entered into pursuant to the authority granted by the parties by their legislative bodies under Tennessee Law, and the parties agree that all approvals and filings required by law shall be achieved as soon as possible from and after the execution of this Lease.

17. SERVICES AND UTILITIES. City shall be responsible for all costs associated with the installation, connection and use of all utilities for the facilities.

18. NOTICE. All notices under this Lease shall be given in writing, addressed to the following persons:

To: Williamson County

Attn: Office of Public Safety Director
1320 West Main St., Suite B-25
Franklin, TN 37064

To: City of Franklin

Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

19. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and the terms and provisions of this Lease.

20. DESTRUCTION OF PROPERTY. If the Property or any portion of the Property or facilities is destroyed by fire or other casualty this Lease shall terminate with no further obligations from the parties.

21. MISCELLANEOUS.

(A) Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Lease.

(B) Binding. This Lease shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

(C) Severability. The parties agree that if any part, term, or provision of this Lease is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Lease did not contain the particular part, term, or provision held to be invalid.

(D) Specific Performance. The parties recognize that the rights afforded to each under this Lease are unique and, accordingly, the individual agencies shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

(E) Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Lease, including obtaining all regulatory and governmental approvals required to carry out the terms of this Lease, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Lease.

(F) Law/Venue. This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

(G) Assumption of Responsibility. City assumes full responsibility for all persons acting on behalf of or through City with respect to City's use of the Property or the provision of services, including City's employees, agents, and invitees. The County assumes full responsibility for all persons acting by or under direction of the County with respect to its obligations of this Lease, including County's employees, agents, and invitees.

(H) Entire Agreement. This Lease represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Lease may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Lease to be executed by an authorized person effective as of the date and year written below.

Williamson County, Tennessee:

City of Franklin:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

County Attorney

City Attorney

H:\Williamson County\Agreements\InterlocalAgrmts\Lease-Franklin-Long Lane Temp Fire Hall K#15-003 (1-7-15)JH Comments.doc