

RESOLUTION – OUT OF ORDER

Out of Order

No. 2023/02/01

To the HONORABLE MAYOR MARK DEWITTE, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 27th day of February, 2023.

RESOLUTION IN REF: LEASE OF COUNTY PARKING LOT BEHIND COUNTY ADMINISTRATION BUILDING TO THE TOWN OF ROGERSVILLE

WHEREAS, the TOWN OF ROGERSVILLE has recently experienced a growth of businesses in the downtown area especially on Church Street; and

WHEREAS, there is a lack of off street parking for business owners and their customers in the Church Street area; and

WHEREAS, Hawkins County owns a parking lot behind the County Administration Building that for the most part remains empty during the day; and

WHEREAS, the Town of Rogersville desires that Hawkins County allow business owners and customers of downtown businesses to utilize the above mentioned parking lot

THEREFORE BE IT RESOLVED, that per the attached lease, the Hawkins County Commission approves the Town of Rogersville's use of the parking lot for a period of one year, subject to extension as mentioned in the lease, and subject to 90-day termination as detailed in the lease.

THEREFORE BE IT FURTHER RESOLVED, that the Hawkins County Commission gives the Hawkins County Mayor the authority to sign documents pertaining to the above lease.

Introduced By Esq. Nancy Barker

Seconded By Esq. _____

Date Submitted 02-17-2023

ACTION: AYE NAY PASSED

Roll Call _____

Voice Vote _____

Absent _____

County Clerk

By: *Nancy Barker*

COMMITTEE ACTION

Mayor: _____

Mark DeWitte, Mayor

**LEASE AGREEMENT BETWEEN THE TOWN OF ROGERSVILLE AND HAWKINS COUNTY,
TENNESSEE**

This Lease is made on the 16th day of December, 2022, by and Between the TOWN OF ROGERSVILLE, a municipal corporation created under the laws of the State of Tennessee, hereinafter referred to as ("TOWN") and HAWKINS COUNTY, TENNESSEE a political subdivision of the State of Tennessee, hereinafter referred to as ("COUNTY"). TOWN and COUNTY may be referred to herein as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

Purpose of Lease

The COUNTY hereby desires to lease to TOWN an undeveloped portion of real property to be utilized as a general public parking for citizens and visitors to the Town of Rogersville.

Description of Leased Premises

The COUNTY hereby leases to TOWN a portion of Tract No. Two as described in Warranty Deed dated December 10, 1974 of record in Deed Book 223, page 109 in the Register's Office for Hawkins County, Tennessee, said description incorporated herein by reference, and being a portion of what is commonly known as Hawkins County Tax Parcel Identification No. 100L F 100L 004.00. Said premises to be leased more specifically described and limited to:

The open asphalt parking area consisting of approximately the eastern one-half of said Tax Parcel as depicted on the Tax Assessor's Map for the above referenced Tax Parcel. This lease expressly excludes any improvements, structures, or grassy areas located upon the real property described herein, and shall be limited exclusively to the presently existing asphalt parking area.

An aerial photo from the Tax Assessor's Office and several photos taken from Church Street with notation thereon are attached hereto as **Collective Exhibits "A"** and incorporated herein to further define the premises to be leased.

Hereinafter the "Leased Premises."

Term

The Leased Premises is leased for a term of one (1) year commencing on the 1st day of January, 2023 ("Commencement Date"), and ending on the 31st day of December, 2023, or on such earlier or later date as hereinafter provided ("Term"). Upon expiration of the Term, the Term shall be automatically extended for successive one (1) year terms, unless both Parties agree to a longer term or if terminated by either Party as provided for herein.

Rent

The TOWN will not pay rent, but the Parties agree and acknowledge that mutual benefits, as set forth herein and below, constitute good and sufficient consideration supporting this Lease.

Use of the Premises

The Leased Premises shall consist of up to twenty-five (25) reasonably sized parking spaces consisting of at least two (2) handicap spaces and access thereto from Church Street to be lined and maintained by the Rogersville Street Department. The Leased Premises shall be for the exclusive benefit, use and quiet enjoyment of TOWN for use as general public parking spaces along with open spaces for access thereto, except that the COUNTY reserves the right to designate as many parking spaces as deemed necessary as "COUNTY EMPLOYEE PARKING ONLY." . The Parties expressly agree that the Leased Premises shall not be used for overnight parking between the hours of 12 a.m. and 5 a.m. The TOWN shall have the sole right and authority to regulate and control use of such parking spaces for the general public during the term of this Lease except as noted above and may post appropriate signage governing allowable purposes and parking times.

Waste or Nuisance

The TOWN shall not commit or permit the commission by others of any waste on said Leased Premises. The TOWN shall not use or permit the use of said Leased Premises for any unlawful purpose.

Alterations and Repairs Condition of Premises

The TOWN accepts said Leased Premises in their present condition and stipulates with COUNTY that said Leased Premises are in good, clean, safe, and tenantable condition as of the date of this lease.

Maintenance by Parties

The COUNTY shall, at its sole expense, keep and maintain the Leased Premises, including, without limitation, the asphalt surface, in good condition and repair, and in a manner so as not to unreasonably interfere with TOWN's use of the Leased Premises. The COUNTY shall be responsible, at its expense, for maintaining all security, lighting and landscaping located on the Leased Premises. The TOWN shall be responsible for striping and restriping all of the parking spaces within the Leased Premises and will provide signage as deemed appropriate in TOWN's sole discretion except for COUNTY designated spaces as above, all at TOWN's sole cost. The TOWN shall be responsible for removing any snow that accumulates on the Leased Premises. The TOWN shall not allow any accumulation of trash or debris on the Leased Premises or use of the Leased Premises for storage.

Alterations

The TOWN shall not make or permit any other person to make any alterations to said Leased Premises, without the written consent and approval of COUNTY.

Inspection by COUNTY

The TOWN shall permit COUNTY or COUNTY'S agents, representatives, or employees to enter said Leased Premises at all reasonable times for the purpose of inspecting said Leased Premises to determine whether TOWN is complying with the terms of this Lease.

Surrender of Premises

On expiration or sooner termination of this lease, or any extensions or renewals of this Lease, TOWN shall promptly surrender and deliver said Leased Premises to COUNTY in as good condition as they are now, at the date of this lease, reasonable wear and tear excepted.

Indemnity

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold the other Party (the "Indemnified Party") and the other Party's elected and appointed council members, commissions, directors, officers, employees, agents, and representatives (collectively, "Indemnified Party's Agents") harmless from and against any and all actions, claims, loss, damage, injury (including, without limitation, disability, injury, or death of an employee of the Indemnifying Party or its subcontractors), costs or expenses (including reasonable attorneys' fees and court costs) to the extent they are caused by the negligence or willful misconduct of the Indemnifying Party or its employees, contractors, representatives, or agents, or anyone else that the Indemnifying Party controls (collectively "Indemnifying Party's Liabilities"). Such Indemnifying Party's obligations to defend, hold harmless, and indemnify the Indemnified Party shall not apply to the extent caused by the negligence, active negligence, or willful misconduct of Indemnified Party or any of them, but shall apply to all other liabilities.

The Indemnified Party: (i) shall promptly provide the Indemnifying Party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this section and provide the Indemnifying Party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the Indemnifying Party; and (iii) shall fully cooperate with the Indemnifying Party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the Indemnifying Party of its indemnity obligation, except (1) to the extent the Indemnifying Party can show it was prejudiced by the delay; and (2) the Indemnifying Party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

Assignment and Subletting

The TOWN shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this lease, or any right or interest in said Leased Premises or any of the improvements that may now or hereafter be constructed or installed on said Leased Premises without the express written consent of COUNTY. Neither shall TOWN sublet said Leased Premises.

Default

Should the TOWN default in the performance of any of the covenants, conditions or agreements contained in this lease, or abandon the property leased herein, TOWN shall have breached the Lease and COUNTY may, in addition to any other remedies provided by law, reenter and regain possession of said Leased Premises in the manner provided by the laws of the State of Tennessee then in effect.

Termination of Lease

Upon expiration of the initial 1-year term or anytime thereafter, either Party may terminate this Lease at any time by giving ninety days (90) days written notice. Upon any termination of this Lease, TOWN shall: (a) immediately vacate the Leased Premises (or the portion thereof terminated) and (b) restore Leased Premises to the general condition that existed at the commencement of the lease, reasonable wear and tear excepted.

Notice

Any and all notices or other communication to be given to TOWN or COUNTY shall be given to the persons representing the respective parties at the following addresses:

TOWN: Glenn Hutchens
City Recorder
110 E. Kyle Street
Rogersville, TN 37857

COUNTY: Mark DeWitte
County Mayor
150 E Washington St.
Rogersville, TN 37857

Partial Invalidity

Should any provision of this lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

This instrument constitutes the sole and only agreement between TOWN and COUNTY respecting said Leased Premises, the leasing of Leased Premises to TOWN, or the lease term herein specified and correctly sets forth the obligations of TOWN and COUNTY to each other as

of its date. Any agreements or representations respecting said Premises or their leasing by TOWN to COUNTY not expressly set forth in this instrument are null and void.

Time of Essence

Time is expressly declared to be the essence of this lease. Executed this 16th day of December, 2022 .

TOWN of ROGERSVILLE

HAWKINS COUNTY, TENNESSEE

By:

By:

JIM SELLS, MAYOR

**MARK DEWITTE,
COUNTY MAYOR**

Approved as to Legal Form:

Approved as to Legal Form:



Kevin D. Keeton City Attorney

James O. Phillips, III, County Atty.



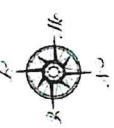
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 - STREETS
 - PAVEMENT
 - HYDRO_P
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- ORTHO_2019 (Image)

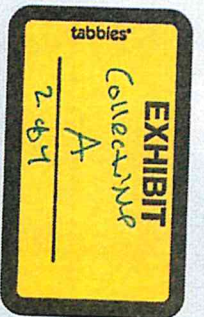
EXHIBIT
Collection
"A"
 187



HAWKINS COUNTY, TENNESSEE

DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.





ROGERSVILLE STREET DEPT
 WILL REMOVE TRASH WEEKLY
 HADKINS COUNTY WILL PROVIDE TRASH CANS - 4-5

 ROGERSVILLE Street Dept will
 line off parking areas
 to include 2 handicap spaces

 HADKINS COUNTY WILL REMOVE DUMPSTER

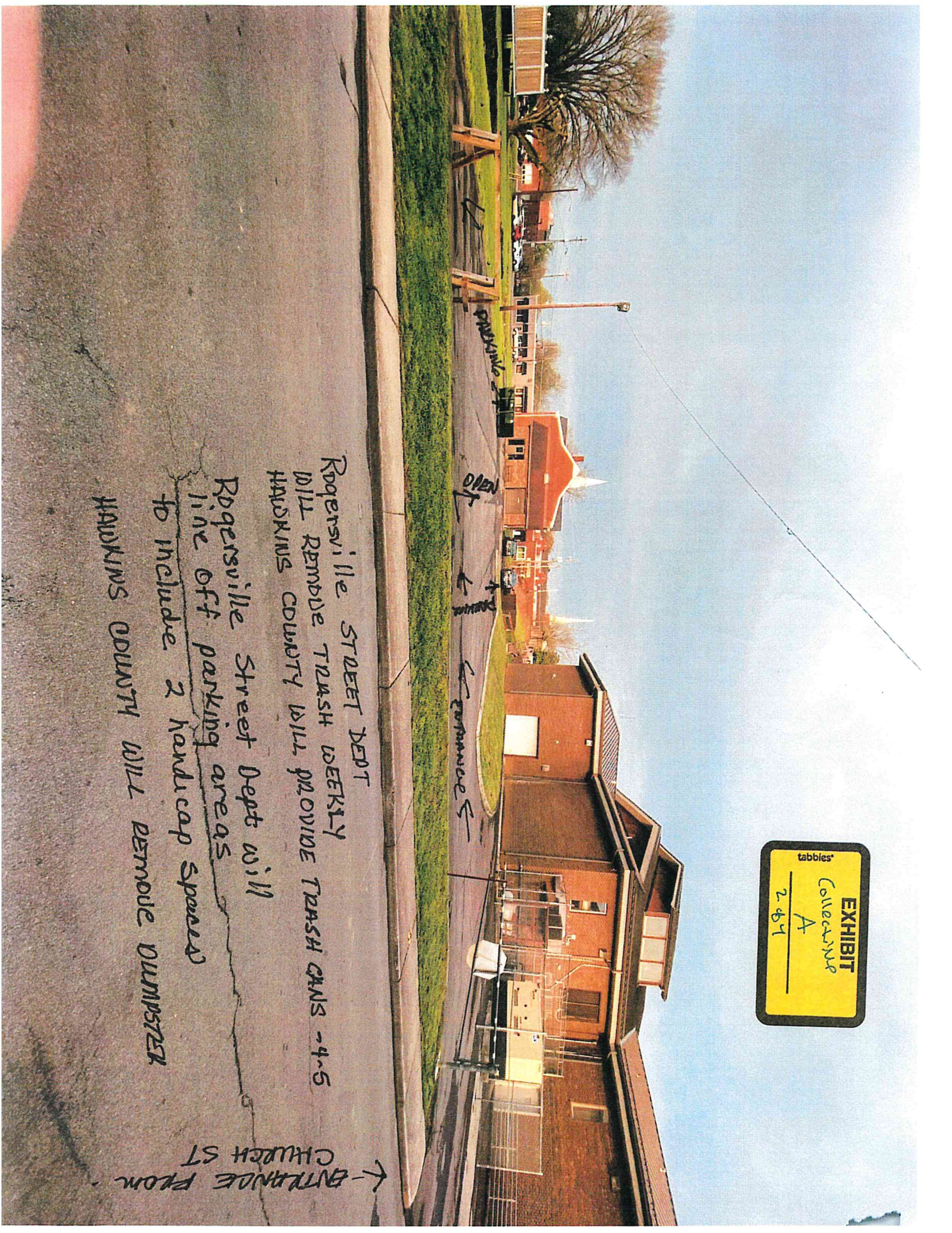
← ENTRANCE FROM CHURCH ST

← parking

← entry

← entrance

← entrance





PARKING

DIBS

PUMPSTEX TO BE REMOVED

PARKING

tabbles®

EXHIBIT

CONCEALED

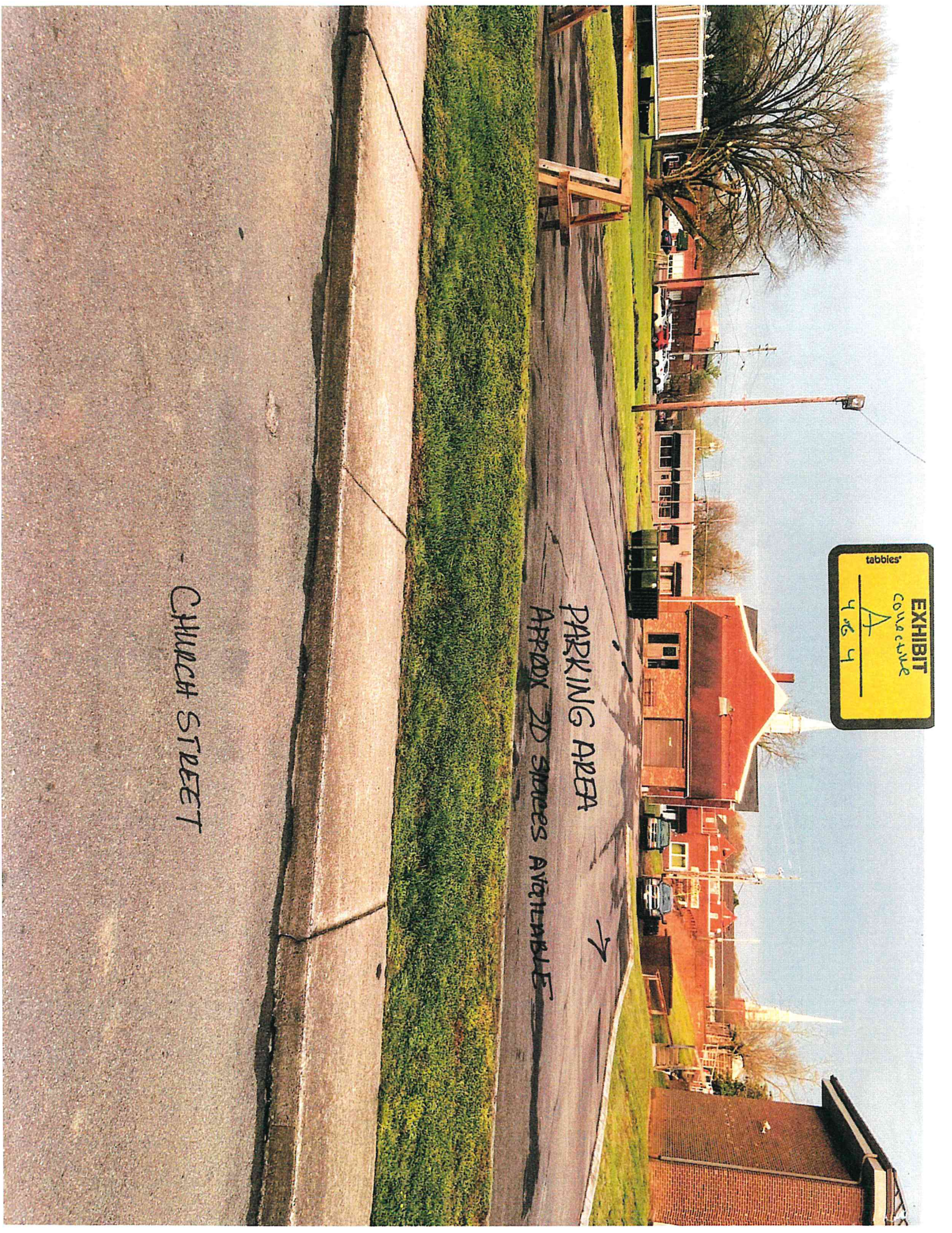
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tabbles®
EXHIBIT
CONCRETE
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4.6.4

PARKING AREA
APPROX 20 SPACES AVAILABLE

CHURCH STREET



tabbles®
EXHIBIT
B

COUNTY MAYOR OFFICES

PARK
CAMP PIER
HP AREA

CHURCH STREET

