

# LEASE AGREEMENT FOR TRACK AND FIELD

This LEASE AGREEMENT (“Lease”) made and entered into this 14th day of February, 2019, by and between the BRADLEY COUNTY BOARD OF EDUCATION, hereinafter referred to as “Lessor”, and LEE UNIVERSITY, INC., A TENNESSEE CORPORATION WITH PRINCIPAL OFFICES IN CLEVELAND, TENNESSEE, hereinafter referred to as “Lessee”.

## WITNESSETH:

1. Lessor, in consideration of the rents hereinafter reserved and agreed to be paid, and the covenants, agreements and stipulations hereinafter set out to be performed by the Lessee, does by these presents, demise, let and lease unto the Lessee, the following described premises located in Cleveland, Bradley County, Tennessee, to-wit:

Being the premises known and described as the Ocoee Middle School track (parcel 2 of Tax Map 50-H, Group A) located on the east side of Parker Street being bounded on the north by the Bradley County Schools Pie Center property (parcel 1 of Tax Map 50-H, Group A), on the south by parcel 3 of Tax Map 50-H, Group A owned by the City of Cleveland, on the west by Parker Street, and on the east by the Fillauer Family property (parcel 14 of Tax Map 50-H, Group A).

2. Lessee shall have and hold said premises for the term of twenty (20) years, commencing on the above written date of this Agreement, and ending twenty (20) years thereafter (the “Initial Term”), at an annual rental rate of \$1.00 with the first payment due upon execution of this Agreement and annually, in advance, thereafter. Upon the expiration of the Initial Term, this Lease shall automatically renew for an additional period of twenty (20) years, all other terms and conditions set out herein being the same during the renewal term. As a part of the consideration for this Lease, and for the additional years covered by this Lease, the Lessee agrees to provide the following:
  - a. To invest the money necessary to develop a top-quality track and field facility which shall include building at Lessee’s expense, on the leased premises, grandstands, competition level hard-surface track, lights, and other amenities necessary in the development of a top quality track and field facility. The Lessee shall pay the entire cost of the above mentioned improvements.

- b. To develop the field and field area into a first-class, full-size track and field facility. The parties hereto understand and agree that the Lessors may have planted certain trees along or near Parker Street and the parties hereto understand and agree that the Lessee will not disturb said trees in any way and will locate its field in such a way so as not to disturb the trees in the construction of the field.
- c. To install in said field area an irrigation system and to provide maintenance of the field area during the normal intercollegiate track season as well as all other normal and necessary maintenance throughout the course of the intercollegiate track season. As further consideration, the Lessee shall provide general maintenance to the field on a regular and/or ongoing basis to such items as the lighting, fences, and other general maintenance items necessary to maintain the field on a regular basis.
- d. The Lessee agrees to pay all electric, water and utility bills or charges which may become payable during the continuance of this Lease.
- e. Lessee agrees to protect, defend, and indemnify the Lessor of and from any and all claims, demands, or losses arising out of or related to the Lessee's use, maintenance, or improvement of the premises. Lessee agrees to provide Lessor with evidence of an insurance policy which provides evidence of coverage for indemnifying said Lessor against such accidents or negligence as noted herein. Furthermore, Lessee agrees to be responsible to pay the entire premium due on said insurance policy immediately upon the same becoming due.
- f. The Lessee will not make or suffer any unlawful and proper offensive use of the premises or any use or occupancy thereon contrary to any of the state and/or any ordinance of said city or county now or hereafter made or which shall be liable to endanger or effect any insurance on the premises.
- g. The Lessee will not assign, sublease, transfer, or surrender possession of the leasehold or any part of the Leased Premises without first obtaining the express written consent of the Lessor.
- h. The parties hereto understand and agree that the Lessee shall have the full use and benefit of the field and the field area at the Lessee's sole discretion as to times and dates during the course of the intercollegiate track season which shall include that period four (4) weeks prior to the first competition of the intercollegiate track season as scheduled by Lee University.

- i. However, at all times that the track facility is not scheduled for use by Lee University, then Ocoee Middle School and/or the Bradley County School system shall have the full use and benefit of the track field and field area at its sole discretion.
  - ii. Lessee agrees to provide the intercollegiate spring track schedule to the Lessor and further agrees to provide the Lee University track team spring practice schedule to the Lessor on or before 1 November of each year preceding the track season. The Lessee further agrees to provide the Lessee's fall practice and game schedule no later than 1 July of each year preceding the track season.
  - iii. The parties hereto further understand and agree that the Lessor shall be given priority use of the track facility at least two (2) days per week during the hours of 3:30 pm to 5:30 pm other than the days that Lee University has a competition meet or practice scheduled for the purpose of the Lessor's being allowed to use the field for track related practice.
- i. The parties hereto understand and agree that there shall be no fixtures, alterations or signage placed on the fencing, posts and/or in the press box area by the Lessor. The parties understand and agree that it is the intention of both parties to maintain a top-quality, aesthetically pleasing track and field facility for the use and benefit of both the Lessor and the Lessee.
- j. Lessee shall upon the termination of this Lease leave the Leased Premises in good condition.
- k. Both parties to this Agreement agree that this Agreement shall constitute the entire Agreement between them and there are no other or further Agreements concerning any other properties or otherwise.
- l. If the Lessee fails to pay the rental herein reserved when and as the same shall become due and payable on the anniversary date of each year or fails to keep and perform any of the covenants and agreements as herein set out, Lessor shall give the Lessee thirty (30) days written notice of such default. If the Lessee does not cure the default claim within said period, the Lessor may, at his election institute suit for any rentals due or may correct any of the default or institute suit for reimbursement of such expenses, or may terminate this Lease and reenter and take possession thereof and the Lessee hereby waives all requirements of notice to vacate except as above provided and agrees to surrender possession of the premises peacefully and quietly and without legal process or the intervention of any court. Lessee agrees to pay any and all legal expenses

including attorney fees and court costs should Lessor be required to protect their rights hereunder in a legal proceeding.

- m. Either party may waive any default for the breach of any covenant or condition without impairing the right to declare and enforce any subsequent default, this right being a continuing one.
- n. The Lessor shall be responsible to provide for general maintenance made necessary by the Lessor's use of the Leased Premises such as mowing and grounds maintenance during those times other than the intercollegiate track season and/or the four (4) week period prior to the beginning of the intercollegiate track season as set out herein and trash and/or other debris collection made necessary due to the Lessor's use of the premises and/or other minor maintenance items made necessary due to the Lessor's use of the premises.
- o. The conditions and stipulations of this Lease shall bind and inure to the benefit of the Lessor and the Lessee and their respective transferees, distributees, and successors and assignees.
- p. If the demised premises are damaged or destroyed by fire, flood, tornado, or by the elements or through any casualty or otherwise, Lessee shall have the right but not the responsibility to rebuild or replace the property to its original condition under the terms and conditions as set forth herein. Lessee agrees that Lessor is not liable for any loss or damages resulting from fire or casualty.
- q. This Lease Agreement shall be construed under the laws of the State of Tennessee and either party is hereby authorized to record a memorandum of lease summarizing the terms set forth herein in the public records of Bradley County, Tennessee.

3. The parties hereto hereby acknowledge and agree as follows: (i) Lessee, during the term of this Lease, shall be deemed the owner of the improvements paid for and erected by Lessee for tax and accounting purposes since it has the benefits and burdens of the improvements as set forth herein during its use in connection with this Lease; (ii) Lessor acknowledges that Lessee is financing certain new improvements on a tax-exempt basis and agrees to not take any action(s) which would cause said indebtedness to be ineligible for tax-exempt financing; and (iii) during the life of the Lease, neither party may transfer or assign this lease without the consent of the other party.

Dated this   14th   day of February, 2019.

Lee University

By: \_\_\_\_\_  
Charles Paul Conn, President

Bradley County Board of Education

By: \_\_\_\_\_  
Dr. Linda Cash, Director

By: \_\_\_\_\_  
Troy Weathers, Chairman