LEASE AGREEMENT

THIS AGREEMENT made and entered into on this the 6th day of July, 2015, by and between **Paige Montgomery**, hereinafter referred to as **"Landlord,"** and the **Rutherford County Sheriff's Office**, hereinafter referred to as **"Tenant"**.

1. PREMISES: That in consideration of the covenants of the parties hereto, one with another, to be performed by them at the time and in the manner hereinafter set forth, Landlord does hereby lease unto Tenant a portion of the property located at **3415 East Jefferson Pike, Murfreesboro, Tennessee** ("Leased Premises" or "Premises") on attached Exhibit "A". With the exception of the easement referenced in this paragraph, Tenant shall have exclusive use of the entire cross-hatched area on Exhibit "A", which does not include the residence and fenced-in yard at the back of the property. The residence and fenced-in yard are denoted on Exhibit "A". Landlord shall have a driveway easement for ingress and egress to the residence as denoted on Exhibit "A".

2. TERM: The term for which the Premises are leased shall be for a period of one (1) year, beginning the 6th day of July, 2015, and ending on the 5th day of July, 2016 (the "Initial Term"). Tenant shall have the option to extend the lease for additional terms of one (1) year each on the same terms and conditions as the Initial Term (a "Renewal Option" or "Renewal Term"). If Tenant desires to exercise the Renewal Option, it shall provide written notice to the Landlord of its intent to do so not later than sixty (60) days prior to the termination of the preceding term. Tenant may exercise the Renewal Option up to five (5) times following the Initial Term.

3. RENTAL: Tenant hereby agrees to pay to Landlord as rent for the Premises the sum of TWO-HUNDRED DOLLARS ($200.00) per month plus an additional SIXTY

DOLLARS ($60.00) per month for water for a total of TWO HUNDRED SIXTY DOLLARS ($260.00) per month, due and payable upon the first day of each month (the "Rent").

4. USE AND OCCUPANCY: Tenant will not use or occupy, or permit to be used or occupied, the said Premises for any purposes or purpose in violation of the law, local statutes, ordinances or regulations, and the said Tenant will exempt, exonerate, and discharge the said Landlord from all claims on account of any damage or injuries incurred by it by reason of Tenant's violation of any such laws, ordinances or regulations.

5. SUBLEASING: Tenant shall not have the right to assign this Agreement or sublease the Premises in whole or in part during the term of this Agreement without the prior written consent of the Landlord.

6. INSURANCE: Landlord shall not be required to maintain casualty, liability, or any other insurance of any type on the Leased Premises. Landlord shall not be required to provide insurance on Tenant's personal property, horses, equipment, or any other of Tenant's property on the Leased Premises. Tenant may, but shall not be obligated to, purchase liability insurance and to insure Tenant's property.

7. REPAIRS AND MAINTENANCE: Tenant agrees, at its own expense, to keep the Leased Premises in a good state of repair. Tenant further agrees, at its expense, to keep said exclusively leased premises in a clean and sanitary condition.

8. TERMINATION AND SURRENDER: Tenant agrees that at the termination of this Agreement or any extensions or renewals, or any sooner legal termination thereof, to quit and surrender the Premises hereby leased in as good order and condition as at the time of its acquisition, reasonable wear and tear, damage by casualty and taking by eminent domain excepted.

9. WARRANTY AND TITLE AND POSSESSION: Landlord covenants that it is vested with the legal authority, and has the right, to lease the Premises to Tenant and that it will put Tenant in possession of the Premises.

10. PEACEFUL POSSESSION: The Landlord hereby covenants that the Tenant, upon promptly paying the Rent and fully performing all of the covenants and conditions on its part to be performed, shall and may peacefully and quietly have, hold and enjoy the Premises during the term hereof.

11. FIRE AND OTHER CASUALTY: In the event the Premises shall be partially or substantially destroyed or damaged, this Agreement may be cancelled at the option of either party by giving notice in writing to the other party within thirty (30) days after such destruction or damage to the premises.

12. RE-ENTRY: In the event of any breach of any covenant on the part of Tenant to be performed and provided that such breach is not promptly and diligently remedied by Tenant after thirty (30) days' written notice by the Landlord to the Tenant, the Landlord may re-enter and terminate this tenancy without further notice or demand. Whether or not the Landlord exercises the Landlord's right to re-enter and terminate such tenancy as set forth, the Landlord shall at all times be entitled to recover by all lawful means any and all damages sustained by the Landlord through the breach of any of the said covenants on the part of the Tenant to be performed. It is further agreed, understood and covenanted that in the event of the default of the payment of the Rent, or any part thereof, ten (10) days after said rent is due, the Landlord shall then have the right without demand or notice to distrain for the same, and by all lawful means recover the same upon such distress, and in the Landlord's discretion the tenancy may be terminated and the Landlord may enter and take possession of said premises.

13. REMOVAL OF FIXTURES: The Tenant shall have the right, prior to the termination of the Initial Term or any Renewal Term, if any, to remove any fixtures added to the Premises paid for by Tenant, but Tenant shall be required to restore the Premises to the condition the Premises were in at the commencement of this lease, reasonable wear and tear excepted.

14. NOTICES: All notices required or necessary under this Agreement shall be given to the parties at their respective addresses below:

Landlord:

PAIGE MONTGOMERY

_____

_____

Tenant:

RUTHERFORD COUNTY SHERIFF'S OFFICE
c/o Rutherford County Sheriff
940 New Salem Highway
Murfreesboro, TN 37130

15. ATTORNEY'S FEES: Should either party be required to file suit to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

16. AGREEMENTS BINDING ON HEIRS, ETC: The agreements and covenants contained herein are binding on the heirs, administrators, successors, representatives and assigns of the respective parties, and this lease is made in Tennessee and shall be construed by Tennessee law.

17. INMATE LABOR: There shall be no inmate labor permitted or performed on the driveway easement.

18. GOVERNING LAW; JURISDICTION: This Agreement shall be interpreted under the laws of the State of Tennessee. The parties agree any legal actions regarding any dispute under the terms of this Agreement shall be brought in the Circuit Court for Rutherford Count, Tennessee, at Murfreesboro.

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

LANDLORD:

_____

PAIGE MONTGOMERY

STATE OF TENNESSEE)
:
RUTHERFORD COUNTY)

The foregoing instrument was acknowledged before me, _____, a Notary Public in and for the state of Tennessee, on the _____ day of July, 2015.

Witness my hand and official seal:

_____
NOTARY PUBLIC AT LARGE

My Commission Expires: _____

TENANT:

RUTHERFORD COUNTY SHERIFF'S OFFICE

By: _____ [sign]

Title: _____

_____ [print]

STATE OF TENNESSEE)
:
RUTHERFORD COUNTY)

The foregoing instrument was acknowledged before me, _____, a Notary Public in and for the State of Tennessee, on the _____ day of July, 2015

Witness my hand and official seal:

_____
NOTARY PUBLIC AT LARGE

My Commission Expires: _____