



# BID PROCESS

**Leases:** Agricultural leases may not exceed five (5) years

**Submission:** It is the duty of each bidder to see that only one bid is delivered, either by hand or by mail, to the prescribed place by the bid opening time listed in this packet.

**Forms:** Sealed bids must be submitted on the bid form included in this packet.

**Marking and Sealing:** Bid forms must be enclosed in a sealed envelope marked "Lease Bid" and delivered or mailed. If mailing the sealed envelope marked "Lease Bid" must be enclosed in a mailing envelope and addressed as follows: (Registered or certified mail is recommended.)

Real Estate Management  
W.R.S. Tennessee Tower, 24<sup>th</sup> Floor  
312 Rosa L. Parks Avenue  
Nashville, TN 37243

**Due Date:** Bid must be received no later than 4:00 p.m. on Wednesday September 30<sup>th</sup>, 2015.

**Bid Opening:** All bids received will be opened in public by any interested persons at:

W.R.S. Tennessee Tower, 24<sup>th</sup> Floor Conference Room A  
312 Rosa L. Parks Avenue  
Nashville, TN 37243  
September 30<sup>th</sup>, 2015 at 4:01 p.m.

**Withdrawal:** Bids may be withdrawn before the bid opening time. Bids may not be withdrawn after bid opening.

**Award:** Leases will be awarded to the highest bidder complying with the conditions of this invitation, provided that the bidder is responsible, his bid is reasonable, and it is in the interest of the agency to accept it.

**Ties:** In the event two or more bids are tied, a coin toss or similar unbiased method will be used to break the tie.

**Notice of Acceptance:** A notice of acceptance will be provided to the successful bidders in person, or by mailing such notice to the address indicated on the bid.

**Default:** If the successful bidder fails to enter into a lease within 21 days after awarding of bids, he will be declared in default and the next bidder will be awarded the lease. A bidder declared in default will be ineligible to bid on future agricultural leases. If a successful bidder, for whatever reason, does not follow through with their obligation to enter into the agricultural lease or does so and subsequently defaults, it is STREAM's prerogative to do any of the following:

- Award the bid to the second highest bidder
- Re-bid the lease
- Remove the property from the lease program

**FORMAL BID  
FOR LEASING REAL PROPERTY  
(CROP LEASE)**

I, \_\_\_\_\_, submit a bid of \$ \_\_\_\_\_ annually for the use of agricultural land at Haywood and Fayette County – Parcel # 6 (872 +/- Tillable Acres) being the same property identified as Transaction Number 15-09-905.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

PREPARED BY:  
State of Tennessee  
Real Estate Asset Management  
312 Rosa L. Parks Ave.  
24<sup>th</sup> Floor  
Nashville, Tennessee 37243

CROP FARM LEASE  
(Parcel 6)

**THIS CROP FARM LEASE** (the "Lease") is made and executed this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **State of Tennessee** ("Landlord"), and \_\_\_\_\_ ("Tenant").

FOR TEN AND NO/100 DOLLARS (\$10.00) paid Landlord by Tenant, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the real property and any improvements and easements appurtenant to said property, being more particularly described on Exhibit A (the "Property") and containing approximately 872 tillable acres. The Property is leased by Landlord to Tenant subject to all matters and encumbrances of record or known to Tenant.

2. Term. The term of this Lease will commence on January 1, 2016 and continue until December 31, 2016, unless this Lease is earlier terminated in accordance with the terms herein (the "Lease Term"). The Lease Term shall automatically renew for up to four (4) successive one (1) year renewal terms unless and until either party gives the other written notice on or before December 31 of any year of its decision to not renew the term, provided that Landlord shall only give such notice terminating this Lease upon the terms and conditions set forth in Section 9. Tenant expressly waives any notice of termination of this Lease on its termination or expiration in accordance with its terms, whether statutory or otherwise.

3. Rent. Tenant agrees to pay to Landlord as rent ("Rent") for the Property, without notice, demand, abatement, deduction or setoff, in an amount equal to \$\_\_\_\_\_ per year. Each annual installment of Rent shall be due and payable within five (5) days after the date that Tenant receives proceeds from its sale of the first harvest of the calendar year for any crops grown on the Property (the "Crops"), it being agreed and understood, that Tenant shall in any event sell the Crops, no later than December 15, of each year and pay all Rent for the year on or before December 20. Tenant shall have the right to participate in governmental subsidy programs for farming the Property, provided that its agreements with respect thereto shall not include any farming performed on real estate other than the Property and shall not extend beyond the then current Lease Term. Tenant shall have the right to retain any and all payments under such governmental subsidy programs. Landlord shall designate an authorized representative that resides in Haywood County that will have the authority to sign applications for government subsidy programs on behalf of Landlord after closing.

4. Use.

(a) The Property may only be used for the limited purpose of growing and harvesting crops and those activities incidental thereto. Notwithstanding anything contained herein to the contrary, Tenant shall not (i) remove any trees or timber from the Property without the express prior written consent of Landlord, or (ii) permit any conduct or other behavior on the Property which would violate any applicable governmental laws, orders, ordinances, codes, rulings, regulations and decrees (collectively,

“Applicable Laws”). All activities undertaken by Tenant, its guests, personnel, invitees, and authorized agents shall also comply with the terms of Tenant’s liability and other insurance coverage as required herein.

(b) Tenant shall (i) furnish, at Tenant’s sole cost and expense, all seed, labor, machinery, and chemicals to be used on the Property during the Lease Term, (ii) plant, raise, cultivate and thresh all crops grown on the Property at Tenant’s own expense, (iii) control soil erosion according to a conservation plan reasonably approved by Landlord or by the National Resources Conservation Service and shall utilize good agricultural practices in connection with its activities on the Property, (iv) keep in good repair all terraces, open ditches, inlets and outlets of drains, (v) preserve all established watercourses, and (vi) refrain from any operation or practice that will injure any structures on the Property.

(c) Tenant shall maintain the (i) Property in accordance with cropping recommendations of the University of Tennessee; (ii) fertility of the soils of the Property in accordance with the University of Tennessee Soils Lab recommendations; and (iii) Property in accordance with good standards of land control regarding weeds.

5. Certain Rights of Landlord. Landlord and its employees, agents, contractors and consultants shall have the right and permission through out the Lease Term to enter upon the Property or any part thereof at all reasonable times, in a manner to minimize any damage or injury the Property or the Crops, to inspect, test, study and analyze all aspects of the Property, at Landlord's sole risk, cost and expense, to make such physical inspections, studies and tests of the Property which Landlord deems necessary or advisable, and to show the Property to prospective purchasers, lenders, developers or anyone else that Landlord desires. Landlord shall pay Tenant for any damage or injury to the Crops in an amount equal to the applicable Termination Charge, as defined in Section 9 below, depending upon the date of the damage.

6. Tenant Responsibilities. This Lease and the payment of Rent hereunder is to be fully net to Landlord. Tenant shall be responsible for obtaining and paying for any utilities required by Tenant. Landlord shall not be liable to Tenant for any loss or damage of any kind or description whatsoever caused or sustained by reason of the failure, for any reason of any utilities serving the Property, or by the inability to obtain utilities for any reason. In the event there is property tax payable on the Tenant’s leasehold estate, Tenant agrees to pay for all such property taxes imposed during the Lease Term. Tenant shall pay for any taxes that may be imposed on the Rent paid hereunder or any personal property owned by Tenant that is located on the Property.

7. "As Is" Disclaimer. Tenant acknowledges that it is leasing the Property, including, without limitation, any buildings and other improvements located thereon, on an "AS-IS WHERE-IS" basis. Accordingly, Landlord is under no obligation or duty to make any improvements whatsoever to the Property or the buildings located thereon, if any. Tenant expressly acknowledges that neither Landlord nor anyone acting on Landlord's behalf has made any representations or warranties regarding the quality, suitability, or condition of the Property. **LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SUITABILITY, OR CONDITION OF THE PROPERTY AND TENANT AGREES TO ACCEPT THE PROPERTY “AS-IS WHERE IS” AND WAIVES ALL CLAIMS HEREUNDER.**

8. No Partnership or Agency. It is expressly agreed that this Lease does not create a partnership or joint venture, and Landlord shall not be or become responsible for any debts contracted by or liabilities of Tenant. Tenant is not and shall not be construed to be the agent of Landlord for any purpose.

9. Sale of Property by Landlord. Notwithstanding anything contained herein to the contrary, Landlord and Tenant expressly acknowledge and agree that Landlord shall have the right to sell the Property, or any portion thereof, at any time during the Lease Term, in which event Landlord shall have the unilateral right to terminate this Lease as to the Property being sold upon not less than thirty (30) days prior written notice to Tenant, provided that (i) if the notice of the termination of this Lease (or partial termination if less than all of the Property is being sold) is given on or after January 1 and on or before March 1 of any calendar year, Landlord shall pay Tenant \$200 per acre of tillable land in the Property as compensation for the loss of efforts in preparing for the planting of crops, and (ii) if the notice of the termination of this Lease is given on or after March 2 of any calendar year, but prior to the harvesting of the crop, Landlord shall pay Tenant \$500 per acre of tillable land in the Property as compensation for the loss of crops (payments by Landlord under this sentence being a "Termination Charge"). If the notice of the termination of this Lease is given after harvesting the crop but before January 1 of any calendar year, then no Termination Charge shall be due. Similarly, the parties acknowledge and agree that Landlord has acquired the Property for purposes of assembling a larger tract of land available for commercial or industrial uses, and will require, in connection therewith, the ability to access the Property not only for the purposes described in Section 5 hereof, but also in order to cause utilities, roads, infrastructure, site work, drainage and storm water facilities, and other improvements to be constructed or provided thereon in order to attract users to the site (collectively, "Development Requirements"). In the event that Landlord determines, in its sole and absolute discretion, that its Development Requirements require the use of the Property, in whole or in part, in a manner inconsistent with the farming thereof, then Landlord shall have the unilateral right to terminate this Lease as to the Property that is the subject of such Development Requirements upon not less than thirty (30) days prior written notice to Tenant, provided that Landlord shall pay Tenant the applicable Termination Charge depending upon the timing of the giving of said notice. All Termination Charges shall be paid by Landlord to Tenant at the later of the date of the termination of this Lease or the date that Tenant vacates the Property or portion thereof, as required hereunder.

10. Default.

(a) Tenant shall be deemed in default under this Lease (a "Tenant Default") if: (i) Tenant fails to pay any Rent when due; or (ii) Tenant fails to observe or comply with any of the terms of this Lease applicable to Tenant, other than those required in connection with the payment of Rent for which no notice is required, unless such failure is cured within thirty (30) days after Tenant receives written notice of the same from Landlord; provided if such failure cannot reasonably be cured within said thirty (30) day period, then Tenant shall not be deemed in default under this Lease so long as it commences to cure the failure within said thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence. Landlord's notice may contain any reasonable requirements or conditions to cure such failure to obtain or comply with the terms of this Lease.

(b) Landlord shall be deemed in default under this Lease (a "Landlord Default") if: Landlord fails to observe or comply with any of the terms of this Lease applicable to Landlord, unless such failure is cured within thirty (30) days after Landlord receives written notice of the same from Tenant; provided if such failure cannot reasonably be cured within said thirty (30) day period, then Landlord shall not be deemed in default under this Lease so long as it commences to cure the failure within said thirty (30) day period and thereafter prosecutes such cure to completion with reasonable diligence. Tenant's notice may contain any reasonable requirements or conditions to cure such failure to obtain or comply with the terms of this Lease.

(c) Upon the occurrence of a Tenant Default or a Landlord Default (either such a default being a "Default"), the non-defaulting party may pursue any remedy available at law or in equity. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that upon a

tenant Default, Landlord shall have the right to (i) terminate this Lease, and/or (ii) enter upon the Property and do whatever Tenant is obligated to do under the terms of this Lease, without being liable for prosecution or any claim for damages. In the event that Landlord terminates this Lease, Tenant shall immediately surrender possession of the Property and Landlord shall have the right to recover its damages from Tenant. If Tenant fails to surrender the Property to Landlord after the termination of this Lease pursuant to this subsection, Landlord shall have the right, without notice, to retake possession of the Property and to expel Tenant and its effects therefrom, without being liable for prosecution or any claim for damage.

The foregoing remedies are cumulative and non-exclusive, and the exercise by the non-defaulting party of any of its remedies under this Lease shall not prevent the subsequent exercise by the non-defaulting party of any other remedies available to the non-defaulting party. All remedies provided for in this Lease may, at the election of the non-defaulting party, be exercised alternatively, successively, or in any other manner. No provision of this Lease shall be deemed to have been waived by the non-defaulting party, unless such waiver is in writing and signed by the non-defaulting party. Landlord's acceptance of Rent or Tenant's payment of Rent following any Default shall not be construed as a waiver of such Default.

11. Indemnity. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all claims, demands, actions, causes of action, suits, liabilities, fines, penalties, costs and expenses (including, but not limited to, reasonable court costs, litigation expenses and attorneys' fees) arising or resulting from (i) an act or omission of Tenant that occurs on or about the Property, (ii) Tenant's default under, breach of or failure to comply with any of the terms of this Lease, (iii) Tenant's failure to conduct its operations on the Property in compliance with all Applicable Laws, (iv) any enforcement or remedial action taken by the Landlord in the event of a failure to perform or comply with the terms of this Lease, or (v) any litigation or claim in which the Landlord becomes involved or concerned respecting this Lease or the use or occupancy of the Property by Tenant. The provisions of this section shall survive the expiration or earlier termination of this Lease.

12. Repairs. During the Lease Term, Tenant will, at its sole expense, maintain, repair, and replace, when and to the extent necessary to keep the same in good condition, the entirety of the Property, along with any roads, fences and water gates on the Property, reasonable wear and tear and damage by fire and the elements excepted. Without limitation, Tenant will do the following pursuant to this section: (a) keep any barns and out buildings in a reasonably clean, orderly, and sanitary condition, and free from debris; (b) maintain and clean the fences and water gates; and (c) not commit or allow others to commit waste on the Property. Tenant shall maintain the fields located on the Property in accordance with good agricultural practices. Other than minor repairs and replacements, Tenant will not alter the buildings on the Property in any way without the prior written consent of Landlord, which consent may be withheld in its sole and absolute discretion. Tenant agrees that any improvements to the Property will be done in a good and workmanlike manner in conformance with Applicable Laws. Any ownership interest that Tenant may have in any alteration will immediately pass to Landlord at the moment the alteration is affixed to any of the Buildings or other improvements located on the Property. Tenant will be conclusively deemed to have abandoned any ownership interest in such of Tenant's personal property and fixtures, and any other alterations made by Tenant, that remain on the Property, upon the termination of the Lease Term.

13. Insurance. Tenant, at its sole cost and expense, shall procure and maintain (i) comprehensive general public liability insurance with limits of not less than \$1,000,000 for bodily injury liability for each occurrence, and with other terms reasonably acceptable to Landlord, (ii) automobile liability insurance on all owned, non-owned, hired or leased automotive equipment in conjunction with its operations, in amounts not less than \$1,000,000 for bodily injury liability and \$500,000 for property damage liability,

and (iii) any insurance required to be maintained pursuant to Applicable Laws, such as, without limitation, worker's compensation insurance, and shall provide Landlord with evidence of such insurance. All such policies of insurance required to be carried by Tenant hereunder shall name Landlord as an additional insured and shall be issued by a company licensed to do business in the State of Tennessee, reasonably acceptable to Landlord.

14. Environmental. Notwithstanding anything contained herein to the contrary, Tenant shall not (i) generate, store, use, transport onto, bury, or otherwise dispose of any "Hazardous Substances" (defined below), in, on or under the Property and shall not authorize another to do the same, except incidental quantities of the same that are customarily used in connection with agricultural activities permitted hereunder, which must be stored, used, maintained and disposed of in compliance with all Applicable Laws, including, but not limited to, laws regarding record keeping for pesticides and herbicides used on the Property, or (ii) dump or dispose of any garbage or other refuse on the Property or authorize another to do the same. On or before the expiration of the Lease Term, Tenant shall lawfully remove and dispose of all Hazardous Substances from the Property. Tenant agrees to indemnify, defend and hold harmless Landlord for, from and against all claims, suits, actions, fines, penalties, liabilities, damages, costs and expenses (including, without limitation, reasonable attorneys' fees, litigation expenses and court costs) arising out of or resulting from the presence of any Hazardous Substances located or discharged from the Property during the Lease Term, or for any period thereafter if the Hazardous Substances are attributable to Tenant's use of the Property during the Lease Term. As used herein, the term "Hazardous Substances" shall mean all hazardous or toxic substances, materials and wastes and all pollutants, contaminants and other substances which are listed, defined, or regulated under any applicable local, state or federal law, order, ordinance, code, rule, ruling or regulation pertaining or related to the environment (including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.A. §§ 9601 to 9675, the Hazardous Materials Transportation Act, 49 U.S.C.A. § 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C.A. §§ 6921 to 6939e, the Federal Water Pollution Control Act, 33 U.S.C.A. §§ 1251 to 1387, the Clean Air Act, 42 U.S.C.A. §§ 7401 to 7671q, the Emergency Planning and Community Right to Know Act, 42 U.S.C.A. §§ 11001 to 11050, the Toxic Substances Control Act, 15 U.S.C.A. §§ 2601 to 2692, the Solid Waste Disposal Act, 42 U.S.C.A. §§ 6901 to 6992k, and the Oil Pollution Act, 33 U.S.C.A. §§ 2701 to 2761). Without limiting the generality of the foregoing, "Hazardous Substances" shall specifically include polychlorinated biphenyl, asbestos, radon, urea formaldehyde, petroleum products (including gasoline and fuel oil), hydrocarbons, petroleum derived constituents and containers with hazardous waste residue. The indemnity obligations contained in the section shall survive the expiration or earlier termination of this Lease.

15. Assignments and Subletting. Tenant shall not be permitted to assign this Lease or sublet the Property during the Lease Term.

16. Casualty. In the event that any of the buildings located on the Property are damaged by fire, flood or other casualty, Landlord shall have no obligation to restore the same. In such event, Tenant shall have the option of (i) terminating this Lease by giving Landlord written notice of its election within thirty (30) days of the fire, flood or other casualty, or (ii) having this Lease continue without the benefit of the use of such building and with no abatement of Rent and this Lease shall be deemed to be modified to exclude such damaged building from the description of the Property. Tenant will immediately notify Landlord of any damage, of which it is aware, to the buildings from fire, flood or other casualty. Except as expressly provided in Sections 5 and 9 above, it is expressly agreed that Landlord shall not bear the risk of loss for any crops existing on the Property during the Lease Term.

17. Condemnation. In the event that all or any portion of the Property shall be condemned by any governmental authority, either party shall have the option of terminating this Lease by giving the other party written notice of its election. Landlord will be entitled to the entire consideration paid by the

acquiring authority for such taking, including without limitation any award made for the value of the leasehold estate created by this Lease, except, Tenant shall be entitled to any compensation that is expressly awarded for any crops that have been planted by Tenant, so long as such award does not reduce the award payable to Landlord.

18. Notices. All notices, consents, approvals and other communications (collectively, “Notices”) that may be or are required to be given under this Lease shall be properly made only if in writing and sent to the address of Landlord or Tenant, as applicable, set forth below, as the same is modified in accordance herewith, by hand delivery, U.S. Certified Mail (Return Receipt Requested) or nationally recognized overnight delivery service. Notices shall be effective upon delivery or the first attempted delivery of the same made in accordance with this Section.

If to Landlord:     Real Estate Asset Management  
                          William Snodgrass Tennessee Tower 24<sup>th</sup> Floor  
                          312 Rosa Parks Blvd.  
                          Nashville, TN 37243  
                          Attn: Leasing Director

If to Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. The refusal to accept delivery shall constitute acceptance.

19. Landlord’s Lien; No Hindrance on Crop Loan. The Landlord’s lien provided by law on crops grown or growing shall be the security for the Rent herein specified and for the faithful performance of the terms of this Lease by Tenant. Subject to the preceding sentence, nothing in this Lease is intended to hinder or prevent Tenant from obtaining a crop or farming loan for his farming and crop production on the Property or from using the crops as collateral for said loan(s), provided that such lender subordinates its security interest or lien to the payment of the Rent hereunder and recognizes said Landlord’s lien, and provided further, that nothing herein shall authorize Tenant to encumber title to or any other interest in any of the Property for said loans or otherwise.

20. Quiet Enjoyment/Surrender. So long as Tenant is not in default under the terms of this Lease, Tenant may peaceably and quietly enjoy the Property without any disturbance from Landlord or from any other person claiming through Landlord, subject to the terms of this Lease. Upon expiration or earlier termination of the Lease Term, Tenant will, without further demand, peaceably surrender the Property in similar condition and repair as when first demised, except for reasonable wear and tear, condemnation, and casualty. Tenant shall have no right to holdover at the end of the Lease Term or earlier termination of the Lease.

21. Records. Tenant shall maintain documentation related to its calculation of the Rent owed to Landlord. The books, records, and documents of the Tenant, insofar as they relate to the sale of crops grown on the Property and expenses related to said crops, shall be maintained in accordance with Tenn. Code Ann. §§ 10-7-404 or 10-7-702, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from expiration or earlier termination of this Lease. Tenant’s records shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives.

22. Miscellaneous. This Lease contains all of the agreements made between the parties, supersedes any prior oral or written leases and may not be modified orally or in any manner other than by agreement in writing signed by Landlord and Tenant. The invalidity or enforceability of any provision hereof shall not affect or impair the validity of any other provision. The covenants and agreements herein contained shall bind and shall inure to the benefit of Landlord and Tenant, and their respective heirs, administrators, legal representatives, successors and assigns, subject to the terms hereof. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Nothing in this Lease creates any relationship between the parties other than that of Landlord and Tenant. The captions at the headings of each article or section of this Lease are for convenience of reference only, and are not to be deemed a part of the Lease itself. One or more waivers of any covenant, term or condition of this Lease by either party will not be deemed to be a waiver of subsequent breach of the same covenant, term or condition. The failure or delay on the part of either party to enforce or exercise, at any time, any of the provisions, rights or remedies of this Lease shall in no way be construed to be a waiver of said rights or in any way affect the validity of this Lease or any part thereof or the right of either party to thereafter enforce each and every provision, right or remedy contained herein. This Lease may be executed in multiple counterparts, each of which shall be binding on the party signing the same, and which together shall constitute a single document.

**IN WITNESS WHEREOF**, Landlord has executed this Lease in duplicate as of the day and year first written above.

**LANDLORD:**

State of Tennessee

By: \_\_\_\_\_  
Name: Robert E. Oglesby  
Title: Commissioner, Department of General Services

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, \_\_\_\_\_, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert E. Oglesby, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Commissioner, Department of General Services of the State of Tennessee, the within named bargainer, and that he as such Commissioner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the State of Tennessee by himself as such Commissioner.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, this the \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Herbert H. Slatery III  
Attorney General and Reporter

\_\_\_\_\_  
Bill Haslam  
Governor

**IN WITNESS WHEREOF**, Tenant has executed this Lease in duplicate as of the day and year first written above.

**TENANT:**

\_\_\_\_\_

STATE OF TENNESSEE                    )  
COUNTY OF \_\_\_\_\_                )

Personally appeared before me, \_\_\_\_\_, the undersigned, a Notary Public in and for said County and State, the within named \_\_\_\_\_ the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and seal at office in \_\_\_\_\_, Tennessee, on this the \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PROPERTY

Subject to any rights of way or other encumbrances, the following property located in Haywood County and Fayette County, Tennessee:

SITE 18

Description of that part of the Marthanne Livingston Maroney, Betty Gail Livingston Bevis and David M. Livingston Property that is located in Haywood County, Tennessee:

Commencing at a point in the north line of Thorpe Road, being the southwest corner of the Jasper E. Davis property; Thence North 00°32'33" East, along the west line of said Davis property and the west line of the C.P. Drake property, a distance of 2162.35 feet to a point in the approximate Haywood and Fayette County line, said point being the Point of Beginning for the property described herein; Thence North 88°28'43" West, along said approximate County Line, a distance of 3950.04 feet to a point in the east line of the Tom Davis property; Thence North 01°13'56" East, along the east line of Davis, the east line of the Orange Williams property, the east line of Catherine Williams property and the east line of Lucille Middlebrook property, a distance of 2538.32 feet to a found fence corner post; Thence North 00°03'23" East, along the east line of the R.F. Boyland property and the east line of the Aggie Anderson property, a distance of 1809.08 feet to a found steel fence post; Thence North 00°16'31" West, along the east line of the Olivet Baptist Church property, a distance of 1226.30 feet to a found steel fence post, being the northeast corner of said Church property; Thence South 89°39'10" West, along the north line of said Church property, a distance of 2835.77 feet to a point in the east line of Fredonia Road; Thence North 13°42'51" West, along said east line, a distance of 1035.74 to a point of curvature; Thence along said east line, along a curve to the right having a radius of 736.32 feet, a chord bearing of North 04°55'14" West, a distance of 150.27 feet and an arc length of 150.53 feet to a point; Thence North 00°30'16" East, continuing along said east line, a distance of 571.56 feet to a point in the south line of the Pittenger, Et Al property; Thence South 89°53'48" East, along said south line, a distance of 5413.94 feet to a found cross-tie fence corner post in the center of an old road bed, in the west line of the Haywood Farms, LLC property; Thence South 11°26'15" East, along the center of the old road bed and along said west line, a distance of 13.98 feet to a point, being the northwest corner of the L.C. Newman, Et Al property; Thence South 14°56'34" East, along the center of the old road and along the west line of said Newman, Et Al property, a distance of 1234.86 feet to a point; Thence South 31°56'28" East, along said west line, a distance of 53.11 feet to a point in the center of State Route 222 (Somerville-Stanton Rd), being the northeast corner of the Ronnie Gene Newman, Sr. property; Thence South 89°38'55" West, along the north line of said Ronnie Gene Newman, Sr. property, a distance of 1545.35 feet to a found old fence corner post; Thence South 00°11'59" West, along the west line of said Newman property and the west line of the Dorothy S. Byrd property, a distance of 3438.64 feet to a point; Thence South 89°23'06" East, along the south line of said Byrd property, a distance of 2475.00 feet to a point in the west line of the Burton C. Newman, Et Al property; Thence South 14°11'13" East, along said west line, a distance of 60.56 feet to a point being a southwest corner of said Newman property; Thence North 89°16'05" East, along a south line of said Newman property, a distance of 327.33 feet to a point, being the northwest corner of the Burton C. Newman, Et Ux property; Thence South 00°48' 04" West, along the west line of said Newman, Et Ux property, the west line of the Joe Allen Greer property, the west line of the Clarice R. White property, the west line of the Jimmie G. Tapp property, the west line of the Charles E. Hayes property, the west line of the Walter F. Furr property and the west line of the George M. Oliver property, a distance of 2444.39 feet to a point, being the northwest corner of said C.P. Drake property; Thence South 00°32' 33" West, along the west line of said Drake property, a distance of 153.10 feet to the Point

of Beginning.

SITE #24

Being the property located along Thorpe Drive in Stanton, Fayette County, Tennessee, being a portion of the same property as previously conveyed to Marthanne Livingston Maroney, Betty Gail Livingston Bevis and David M. Livingston from Lawrence Wilson Livingston, III, by deed recorded in Instrument 09001301 the Register's Office in Fayette County, Tennessee and by deed recorded in Book 4, page 497 in the Register's Office for Haywood County, Tennessee, and shown on Fayette County Tax Map 012 Parcel 1.00 and now more particularly described as follows by survey dated October 13, 2013 by Loudenbeck Surveying PLLC, 5567 Commander Drive, Suite 101, Arlington, TN 38002 (job number 13083):

Commencing at an old concrete Right Of Way marker in the north line of Thorpe Drive and in the west line of State Route 222; Thence with the north line of Thorpe Drive (50' R/W), North 87 Degrees 36 Minutes 57 Seconds West for 794.42 feet to a new capped rebar set in said north line and the POINT OF BEGINNING;

Thence with the north line of Thorpe Drive, North 87 Degrees 07 Minutes 51 Seconds West for 1589.58 feet to a point in said north line; Thence with the north line of Thorpe Drive, North 86 Degrees 43 Minutes 03 Seconds West for 1997.70 feet to an old capped rebar set at an old cross tie post at the southeast corner of the Randle Lawrence tract (Deed Book 258 Page 527); Thence with the east lines of the Randle Lawrence tract (DB 258 PG 527) and the Camille Maclin and Richard Noyland tract (DB 775 PG 27), North 02 Degrees 35 Minutes 01 Seconds East for 1495.32 feet to an old cross tie post at the northeast corner of the Maclin/Noyland tract; Thence with the east line of the Hattie Mae Davis tract, North 01 Degrees 38 Minutes 51 Seconds East for 1658.752 feet to a new capped rebar; Thence with the north line of the Davis tract, North 87 Degrees 06 Minutes 41 Seconds West for 346.29 feet to a new capped rebar set; Thence with the east line of the Davis tract, North 03 Degrees 52 Minutes 06 Seconds East for 73.19 feet to a new capped rebar set out the southwest corner of the State Of Tennessee tract (DB 71 PG 303) and in the previously determined Haywood/Fayette County Line; Thence with the south line of the State Of Tennessee tract and the county line, South 85 Degrees 50 Minutes 33 Seconds East for 3956.36 feet to a new capped rebar at the southeast corner of said tract and in the west line of the C.P. Drake tract (DB 286 PG 30); Thence with the west line of the Drake tract, South 03 Degrees 10 Minutes 40 Seconds West for 950.06 feet to an old pinched pipe found at the northwest corner of the Jasper Davis tract (DB 75 PG 605) and the southwest corner of the Drake tract; Thence with the west line of the Jasper Davis tract, South 02 Degrees 42 Minutes 11 seconds West for 1202.60 feet to The Point Of Beginning, containing 181.128 Acres.

SITE #37

The Olivet Baptist Church property, as recorded in Deed Book 186, page 497, Register's Office of Haywood County, Tennessee, and being more particularly described as follows:

Beginning at a point 2.23 feet west of the northernmost southwest corner of the Marthanne L. Maroney, et al property as recorded in Record Book 4, Page 497; Thence North 89°39'10" East, along the south line of said Maroney property, a distance of 2838.00 feet (call & measured) to a found steel fence post, being an internal corner of said Maroney property; Thence South 00°16'31" East, along a west line of said Maroney property, a distance of 1226.30 feet (call: 1229.13 feet) to a found steel fence post, being the northeast corner of the Aggie Anderson, Etal property (Tax Map 151, parcel 19); Thence North 89°53'41" West, along the north line of said Anderson property, a distance of 1624.00 feet (call & measured) to a point, being the southeast corner of the Christer L. Williams et al, et ux property as recorded in Record Book 18, page 545, said Register's Office; Thence North 00°20'40" West, along the east line of said Williams property, a distance of 364.96 feet (call: 350.00 feet) to a found steel fence post, being the northeast corner of said Williams property; Thence South 85°58'36" West, along the north line of said Williams property and the north line of the Sneed Brothers Partnership property as recorded in Deed

Book 251, page 7, said Register's Office, a distance of 1214.50 feet (call & measured) to a point; Thence North 00°22'48" West a distance of 926.39 feet (call: 907.50 feet) to the Point of Beginning.

Contains 3,057,804 Square Feet or 70.197 Acres, a portion of which lies within the right-of-way of Fredonia Road.

SITE #42

Land situated in Civil District No. 3 of Haywood County, Tennessee, same being more particularly described as follows, to-wit:

Beginning in the center of Somerville and Wesley Road at Peter R. Browne's northeast corner; thence West 117 ½ poles to a stake in the west boundary line of the original C.G. Fields tract of 416 acres; thence North 88 poles to a stake; thence East 92 poles to the center of the Somerville and Wesley Road; thence with said road to the beginning corner.

Being the same property conveyed to Ronnie Gene Newman by deed from Kathy C. Newman of record in Deed Book 234, page 666, Register's Office of Haywood County, Tennessee.

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SITE #43

(3.86 Acre Tract 1):

The Dorothy S. Byrd, and husband, Charles Dalton Byrd property, as recorded in Record Book 233, page 119, Haywood County, TN Register's Office, and being more particularly described as follows:

Commencing at a the northeast corner of the Dorothy S. Byrd, and husband, Charles Dalton Byrd property, as recorded in Deed Book 210, page 194, Haywood County, TN Register's Office, said point being in the center of Highway 222 (Somerville-Stanton Road); Thence South 15°30'38" East, along said center, a distance of 596.99 feet to a point; Thence South 73°59'15" West, a distance of 30.00 feet to a point in the west line of said Highway 222, the Point of Beginning of the property described herein; Thence along said west line of Highway 222 the following courses and distance: South 15°29'38" East, 137.30 feet; South 17°29'44" East, 73.20 feet; South 20°46'39" East, 58.09 feet; South 23°15'05" East, 58.43 feet; South 23°50'16" East, 63.54 feet to a point; Thence South 87°45'48" West a distance of 643.66 feet to a point; Thence North 20°32'32" East a distance of 293.80 feet to a point; Thence North 73°59'15" East a distance of 428.67 feet to the Point of Beginning.

Contains 168,142 Square Feet or 3.86 acres of land.

(100.466 Acre Tract 2):

The Dorothy S. Byrd, and husband, Charles Dalton Byrd property, as recorded in Record Book 210, page 194, Haywood County, TN Register's Office, and being more particularly described as follows:

Beginning at a the southeast corner of the Ronnie Gene Newman, Sr property, as recorded in Deed Book 234, page 666, Haywood County, TN Register's Office, said point being in the center of Highway 222 (Somerville-Stanton Road); Thence South 15°30'38" East, along said center, a distance of 596.99 feet to a point; Thence South 73°59'15" West, a distance of 30.00 feet to a point in the west line of said Highway 222; Thence South 73°59'15" West a distance of 428.67 feet to a point; Thence South 20°32'32" West a distance of 293.80 feet to a point; Thence North 87°45'48" East a distance of 643.66

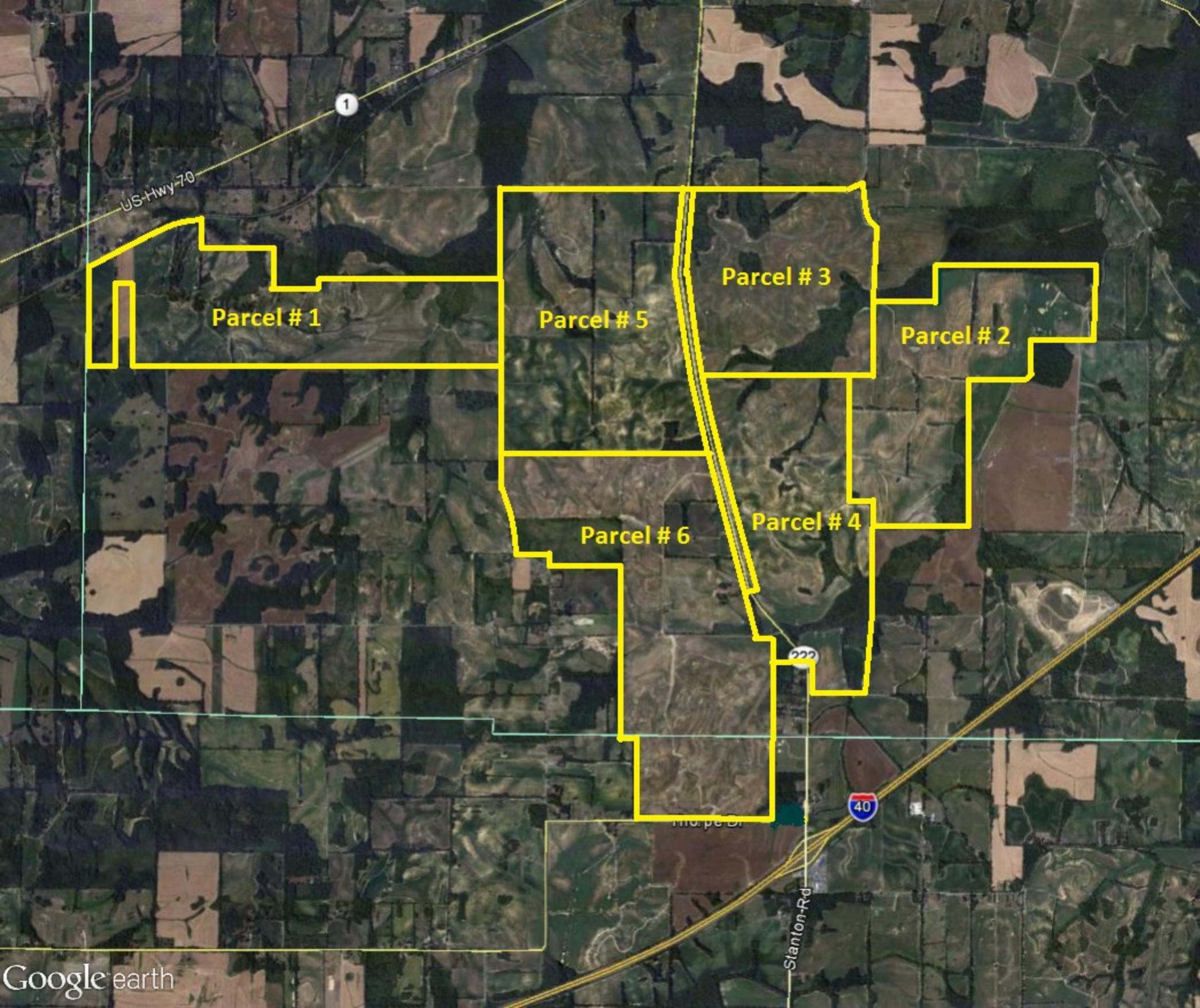
feet to a point in the west line of said Highway 222; Thence South 23°50'16" East a distance of 91.46 feet to a point; Thence South 14°11'13" East, leaving said west line, a distance of 985.98 feet to a point in the north line of the Livingston property, as recorded in Record Book 4, page 497, in said Register's Office; Thence North 89°23'06" West, along said north line, a distance of 2475.00 feet to a point; Thence North 00°11'59" East, along an east line of Livingston, a distance of 1985.50 feet to a found old fence corner post, being the southwest corner of the aforementioned Newman property; Thence South 89°23'06" East, along the south line of Newman, a distance of 1930.59 feet to the Point of Beginning.

Contains 4,376,038 Square Feet or 100.46 acres of land.

Being property conveyed to the State as Instrument Number 14000581 in the Register's Office for Fayette County, Tennessee; Record Book 71, page 299; Record Book 71, page 318; Record Book 71, page 219; and Record Book 71, page 259 in the Register's Office for Haywood County, Tennessee.

Being also known as the land included in the following United States Department of Agriculture Farm and Tract Numbers:

<u>Farm</u>	<u>Tract</u>
4903	14660
4904	14661
4991	382
5104	14708
5167	371



US Hwy 70

1

Parcel # 1

Parcel # 5

Parcel # 3

Parcel # 2

Parcel # 6

Parcel # 4

222

40

Stanton Rd

Hope Dr

Parcel 6. Portion 1 of 5



**USDA** United States Department of Agriculture  
Farm Service Agency  
Haywood County, TN.  
September 17, 2014

**Farm: 4903**  
**Tract: 14660**  
Crop Share:



Legend  
GIS\_TN\_sde.clu\_a\_in075

1:10,600

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.

Parcel 6 - Portion 2 of 5



**USDA** United States Department of Agriculture  
Farm Service Agency  
Haywood County, TN.  
September 17, 2014

**Farm: 4991**  
**Tract: 382**  
Crop Share:



Legend

GIS\_TN\_sde.clu\_a\_in075

1:2,913

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.

Parcel 6. P0A1m 30f5



**USDA** United States Department of Agriculture  
Farm Service Agency  
Haywood County, TN.  
September 17, 2014

**Farm: 5104**  
**Tract: 14708**  
Crop Share:



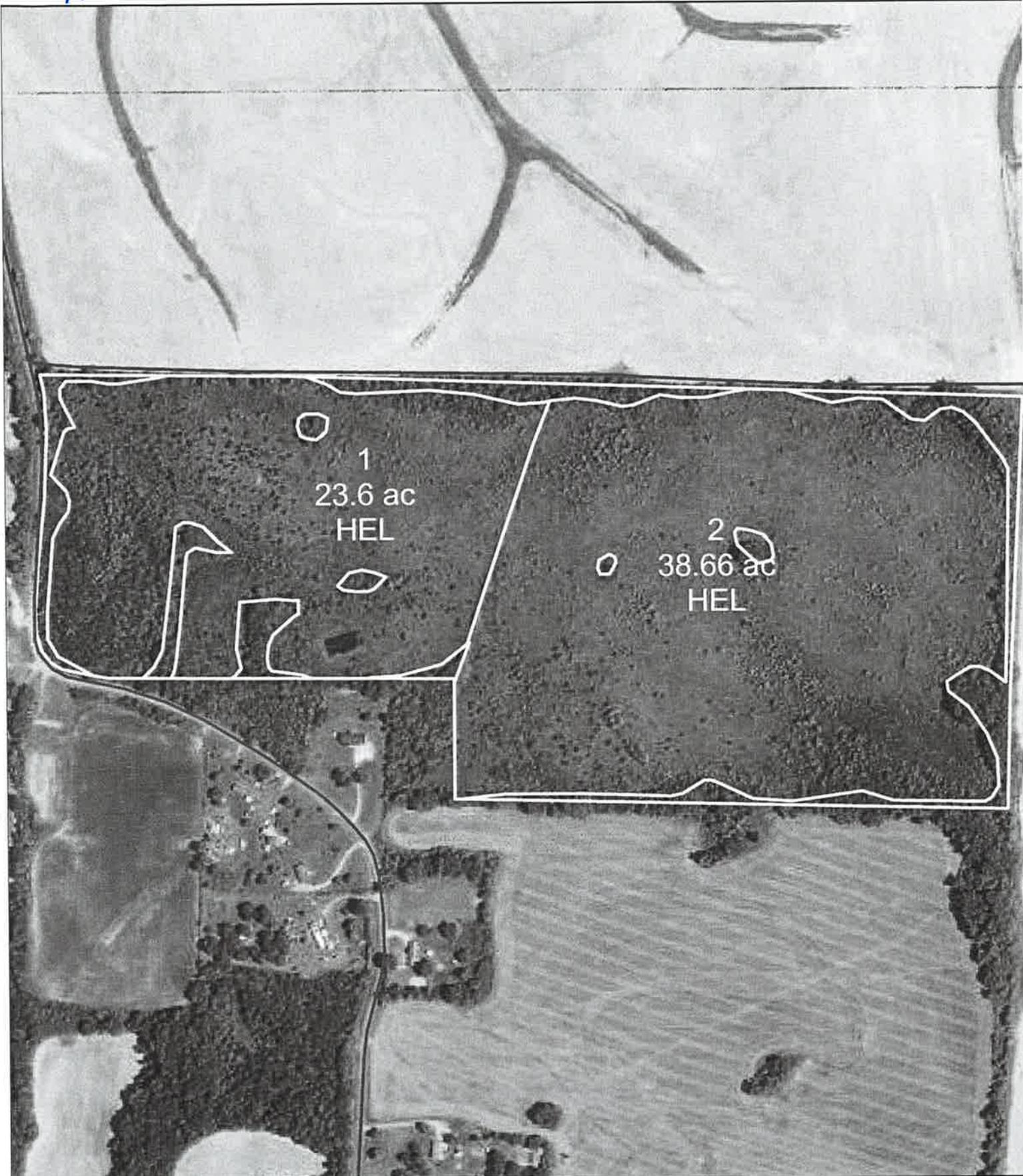
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GIS\_TN\_sde.clu\_a\_ln075

1:3,794

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.

Parcel 6 - Portion 4 of 5



**USDA** United States Department of Agriculture  
Farm Service Agency  
Haywood County, TN.  
September 17, 2014

**Farm: 5167**  
**Tract: 371**  
Crop Share:



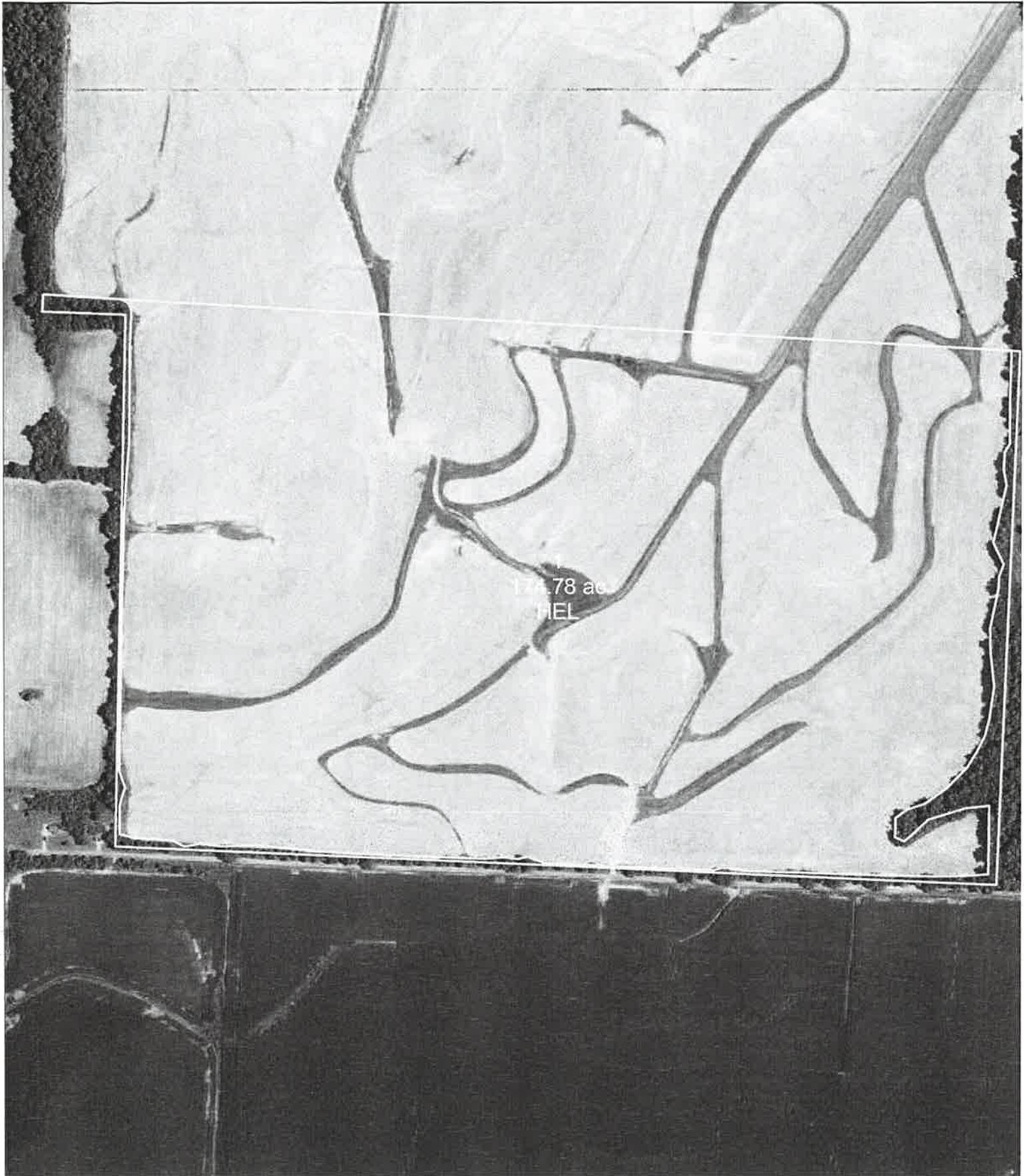
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GIS\_TN\_sda.ctu\_a\_in075

1:4,269

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.

Parcel 6. Robin 5045



United States Department of Agriculture  
Farm Service Agency  
Haywood County, TN.  
September 17, 2014

Farm: 4904  
Tract: 14661  
Crop Share:



Legend

GIS\_TN.sde.clu\_a\_tn075

1:5,939

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations or contact NRCS.