

Li 3527

AGENCY: Department of Safety Parking - 349.00
BUSINESS UNIT: 501.03
CHARTFIELD LOCATION: 19197

This Instrument Prepared by:
State of Tennessee
Real Estate Asset Management
William R. Snodgrass -TN Tower
24th Floor, 312 Rosa L. Parks Ave.
Nashville, TN 37243-1102

LI NUMBER: **3527**

PARKING LICENSE AGREEMENT

The Parking License Agreement (this "License") is effective this February 1, 2023 ("Contract Date") by and between Metropolitan Government of Nashville & Davidson County, hereinafter referred to as "Lessor" and the State of Tennessee.

WITNESSETH

WHEREAS, Lessor owns parking spaces located at 5244 Hickory Hollow Parkway, Antioch, TN 37013 and made a part of parcel ID #16300022100.

WHEREAS Lessor hereby Leases fifty (50) assigned parking spaces (the "assigned spaces") located within the Parcel to the State for use by its employees of The Department of Safety and Homeland Security located at 5216 Hickory Hollow Parkway, Antioch, TN 37013, and its patrons for parking of motor vehicles, on the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants, terms, provisions, and conditions hereby contained, the Lessor and State here to agree as follows:

1. Grant of Leased Use

Lessor hereby Leases the assigned spaces to the State for use by its employees of The Department of Safety and Homeland Security and its patrons for parking of motor vehicles.

The Lessor or State, as applicable, will provide thirty (30) days written notice to the other party that the portion of the parcel outlined on the attached (Exhibit A) containing fifty (50) parking spaces will be assigned as (the "DMV Parking Area"). The DMV Parking Area will be cordoned off by barricading the perimeter of the DMV Parking Area. The use of the assigned spaces or DMV Parking Area by the State shall be 24 hours a day seven days a week for the term of this License Agreement.

2. Term of License Agreement

The initial term of this License Agreement (the "Term") shall commence on **February 1, 2023** (the "Commencement Date") and shall terminate on **January 31, 2025** or upon notification of termination as described in paragraph 5 below.

3. Monthly Rent

State shall pay to Lessor the monthly fee (the "Monthly Rent") of \$1,500.00 for the assigned spaces or DMV Parking, which equals a monthly rate of \$30.00 per space for the period of February 1, 2023 to January 31, 2025.

The Monthly Rent shall be payable to Lessor on the last day of each month during the term. State shall make the Monthly Rent payments at Lessor's address set forth on this License Agreement.

No credits, deductions, refunds, or allowances will be provided for non-use of the assigned spaces or DMV Parking Area for any reason.

4. Maintenance

Lessor shall be solely responsible for maintenance of the assigned spaces or DMV Parking Area, including any barricades provided by Lessor associated therewith, and snow and ice removal/management as needed. The assigned spaces or DMV Parking Area shall be maintained in a safe, clean and orderly manner.

5. Termination for Convenience

Either party may terminate this Lease at any time for any reason upon sixty (60) days written notice to the other party.

6. Closure

In the event casualty, condemnation, repair, restoration or any other cause necessitates the temporary or permanent closure of all of the DMV Parking Area, State obligation to pay the Monthly Rent shall be suspended during the time of such closure. If only a portion of the DMV Parking Area is closed, Monthly Rent shall be prorated to an amount equal to the rate of the period per remaining number of the DMV Parking Area spaces that remain useable.

In the event the DMV Parking Area is closed for more than thirty (30) days, either party shall have the right to terminate this License Agreement upon written notice to the other.

7. Lessor Liability

Neither Lessor, nor any of its officers, directors, members, partners, employees, agents, contractors, subcontractors, customers or invitees shall be liable or responsible for the loss of or damage to any vehicle in the assigned spaces or DMV Parking Area, or any article or item of property from any vehicle parked in the assigned spaces or DMV Parking Area, or for any personal injury or damage to any person(s) in the assigned spaces or the DMV Parking Area. All persons using the assigned spaces or DMV Parking Area or parking a vehicle in the assigned spaces or DMV Parking Area pursuant hereto, shall do so at their own risk.

8. Hazardous Materials

State shall not cause or permit any hazardous materials to be brought upon, kept or used about the assigned spaces or DMV Parking Area by the State its employees, agents or contractors.

9. Notices

All notices and any other communications permitted or required under this License Agreement must be in writing and will be effective (i) immediately upon delivery in person, provided delivery is made during business hours or receipt is acknowledged by a person reasonably believed by the delivering party to be employed by the recipient, or (ii) twenty-four hours after deposit with a commercial courier or delivery service for overnight delivery, or (iii) three days after deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, or sent by email to the address below in Section 9. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party. All notices must be properly addressed and delivered to the parties at the addresses set forth below, or at such other addresses as either party may subsequently designate by written notice given in the manner provided in this Section:

Lessor:

**Metropolitan Government of Nashville and Davidson County
700 2nd Avenue South
Suite 310
Nashville, TN 37219**

Attn: Thomas Cross

State:

**State of Tennessee
Real Estate Asset Management
312 Rosa L. Parks Avenue
24th Floor
Nashville, TN 37243**

Attn: Leasing Department

10. State Liability

State liability under this License Agreement shall be governed and limited by the Tennessee Claims Commission, Tennessee Code Annotated§ 9-8-307.

11. Transfer Upon Termination

Upon notification of Termination of this License Agreement, or on such earlier date as this License Agreement may be terminated in accordance with the provisions hereof, State covenants and agrees that the reserved spaces or DMV Parking Area will be given back to the Lessor in the same condition it was delivered to State on the Commencement Date, reasonable wear and tear excepted.

12. Insurance

State shall throughout the term of the Lease:

- a. Be fully responsible to insure, whether through self-insurance or otherwise, State property installed or maintained within the Parcel; and
- b. Cover its employees with workers compensation insurance coverage to the extent required by law.

Notwithstanding any term of this License Agreement to the contrary, State shall have the right to self-insure in lieu of maintaining all or any portion of the insurance required under this License Agreement.

13. Entry

Lessor at reasonable times shall be allowed to enter the Parcel and view the same to determine State's compliance with the License Agreement upon giving reasonable notice to the State.

14. Default

State shall be in default of the terms of the License Agreement if State shall fail to make a Monthly Rent payment, and such Monthly Rent payment is not paid within 10 (ten) days of such due date, or in the event that the State shall otherwise commit an act of default under any of the terms hereof, and shall not cure such default within thirty (30) days of written notice by Lessor to State of such default, or, if it is not possible to completely cure said default within thirty (30) days, State has not commenced the cure within such thirty (30) day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter.

In the event of default by the State hereunder:

- a. Lessor may deny the State from accessing or using the assigned spaces or OMV Parking Area until the Monthly Rent is paid, or such other default is cured.
- b. Lessor may terminate this License Agreement pursuant to the terms of this section. Upon termination, Lessor shall have the right to collect an amount equal to the remaining Monthly Rent payable for the Term and, costs and expenses, if any, excluding attorney's fees, incurred by Lessor in recovering the possession of the assigned spaces or OMV Parking Area.

Except as specifically set forth herein, Lessor shall be in default of the terms of this License Agreement if Lessor shall commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by the State to Lessor of such default, or, if it is not possible to complete the cure by such time, Lessor has not commenced the cure within such thirty (30) day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Lessor, the State may terminate this License Agreement.

15. Utilities

Lessor shall not be required to furnish the State any facilities or services of any kind, such as, but not limited to, water, steam, sewer, heat, gas, hot and/or chilled water, electricity, lighting or air conditioning. If the State elects to provide power and/or lighting to the Parcel, it shall be at its own cost and expense, and the State shall provide designs or diagrams to Lessor for prior approval, provided, Lessor's approval shall not be unreasonably withheld.

16. Quiet Enjoyment

Lessor covenants that the State on performing the covenants, terms and conditions required of the State contained herein, shall peaceably and quietly have, hold, and enjoy the assigned spaces or DMV Parking Area granted to the State by virtue of this License Agreement.

17. Approvals

Neither this License Agreement nor any amendment or modification hereto shall be effective or legally binding upon the State, unless and until a fully executed, original License Agreement has been returned to the State and the review and approval by all appropriate State of Tennessee officials and the State Building Commission, if applicable, have been obtained.

18. Entire Agreement

This License Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may be amended, supplement or otherwise modified only by a written instrument executed by authorized representatives of the parties hereto.

19. No Representation

The State acknowledges and agrees that neither Lessor nor any party acting by, through or under Lessor has made any representation or warranties of any kind with respect to the Location or this License Agreement, except as expressly set forth in this License Agreement, and no Lessor or any party acting by, through or under Lessor nor from any provision of this License Agreement.

20. Counterparts

This License Agreement may be executed in multiple counterparts, and by use of counterpart signature pages, but all such counterparts shall constitute but one and the same agreement. Signature pages bearing copies of signatures shall be effective for purposes of binding the signing party to this License Agreement.

21. Appropriations

All terms and conditions of this License Agreement are subject to the continued appropriations and approvals by the appropriate Legislative Body of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the date first above written.

LESSOR: METROPOLITAN GOVERNMENT of NASHVILLE AND DAVIDSON COUNTY		STATE: STATE OF TENNESSEE	
By: _____	John M Hull, Deputy Commissioner of Department of General Services		
Print Name: _____			
Title: _____	Date: _____		
Date: _____			

LESSOR NOTARY

STATE OF TENNESSEE
COUNTY OF _____

Before me, _____ Notary Public in and for the County and State aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be _____ for **Metropolitan Government of Nashville and Davidson County**, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the Metropolitan Government of Nashville and Davidson County by himself as _____.

Witness my hand and seal, at office in _____, Tennessee, this the _____ day of _____, 2022.

Notary Public

My Commission Expires: _____

STATE NOTARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared **John M. Hull**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be **Deputy Commissioner of the Department of General Services** for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Deputy Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the _____ day of _____, 2022.

Notary Public

My Commission Expires: _____



**METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY**

Metro Office Building
800 President Ronald Reagan Way
P.O. Box 196300
Nashville, TN 37219-6300

February 16, 2023

To: Felecia Teasley Metro Department of Finance

**Re: 5224 HICKORY HOLLOW PARKWAY AGREEMENT
Planning Commission Mandatory Referral # 2023M-008AG-001
Council District #32 Joy Styles, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution approving an intergovernmental license agreement between the Metropolitan Government of Nashville and Davidson County by and through the Department of General Services and the Department of Safety and Homeland Security for parking spaces located at 5224 Hickory Hollow Parkway, Nashville, TN (Parcel No. 16300022100) (Proposal No. 2023M-008AG-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in blue ink that reads 'Lisa Milligan'.

Lisa Milligan
Land Development Manager
Metro Planning Department
cc: Metro Clerk

**Re: 5224 HICKORY HOLLOW PARKWAY AGREEMENT
Planning Commission Mandatory Referral # 2023M-008AG-001
Council District #32 Joy Styles, Council Member**

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Certificate Of Completion

Envelope Id: 15D65AE39EE5413482BEA62DB78E3DFD	Status: Completed
Subject: Complete with DocuSign: Legislative Tracking Form - DHS License (N0516008xD719A).pdf, Resolutio...	
Source Envelope:	
Document Pages: 12	Signatures: 3
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Felicia Teasley
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	felecia.teasley@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original 2/27/2023 2:15:29 PM	Holder: Felicia Teasley felecia.teasley@nashville.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Abraham Wescott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)	<i>Abraham Wescott</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 2/27/2023 2:21:16 PM Viewed: 2/28/2023 11:16:31 AM Signed: 2/28/2023 11:17:15 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Flannery/mjw maryjo.wiggins@nashville.gov Security Level: Email, Account Authentication (None)	<i>Kelly Flannery/mjw</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 2/28/2023 11:17:18 AM Viewed: 2/28/2023 1:18:50 PM Signed: 2/28/2023 1:23:19 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/28/2023 1:18:50 PM
ID: 751bb39d-8413-4f4a-96d1-8e4163508a5d

Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	<i>Macy Amos</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/28/2023 1:23:22 PM Viewed: 3/1/2023 12:22:33 PM Signed: 3/1/2023 12:22:52 PM
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Electronic Record and Signature Disclosure:
Accepted: 3/1/2023 12:22:33 PM
ID: a89c2681-1b78-4182-92ab-e6a41b789ce1

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/27/2023 2:21:16 PM
Certified Delivered	Security Checked	3/1/2023 12:22:33 PM
Signing Complete	Security Checked	3/1/2023 12:22:52 PM
Completed	Security Checked	3/1/2023 12:22:52 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
