

ORDINANCE NO. BL _____

The Metropolitan Government of
Nashville and Davidson County

An ordinance authorizing the Metropolitan Government's execution and delivery of a development agreement and ground lease agreement with the Tennessee Performing Arts Center Management Corporation, a campus operations and use agreement, and other documents and agreements relating to the development of a performing arts facility on a portion of the east bank stadium campus.

Adopted _____

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An ordinance authorizing the Metropolitan Government's execution and delivery of a development agreement and ground lease agreement with the Tennessee Performing Arts Center Management Corporation, a campus operations and use agreement, and other documents and agreements relating to the development of a performing arts facility on a portion of the east bank stadium campus.

WHEREAS, the Metropolitan Government is the fee owner of that certain parcel of property identified on Exhibit A (the "Land"), located within the broader campus (the "Campus") surrounding the East Bank stadium now under construction (the "Stadium"); and

WHEREAS, pursuant to Resolution RS2024-270, adopted on April 16, 2024, the Metropolitan Council approved a non-binding Memorandum of Understanding with the Tennessee Performing Arts Center Management Corporation, a Tennessee non-profit corporation ("TPAC") regarding the development of a performing arts facility (the "Performing Arts Facility") on the Land; and

WHEREAS, the Metropolitan Council now wishes to approve the forms of a Development Agreement and Lease Agreement, each between the Metropolitan Government and TPAC, to provide for the development, use and operation of the Performing Arts Facility and the infrastructure improvements related thereto; and

WHEREAS, the Metropolitan Government is party to that certain First Amended and Restated Site Coordination Agreement, dated November 13, 2024 (the "Site Coordination Agreement") with Tennessee Stadium Company, LLC ("StadCo"), which agreement requires the Metropolitan Government and TPAC, prior to the development of the Performing Arts Facility on the Land, to execute and deliver a campus operations and use agreement providing for the rights and responsibilities of StadCo, as the tenant of the Stadium, and the Metropolitan Government and TPAC, as the owner and tenant of the Performing Arts Facility; and

WHEREAS, on December 3, 2025, a community meeting was conducted at the existing TPAC facilities, regarding the proposed TPAC development agreement and lease, as required by Metropolitan Code of Laws § 2.24.230; and

WHEREAS, the Metropolitan Council has been provided with a copy of an appraisal of the value of the Land, as required by Metropolitan Code of Laws § 2.24.225.

NOW, THEREFORE, BE IT ENACTED BY THE METROPOLITAN COUNTY COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The form, terms and provisions of the Development Agreement between the Metropolitan Government and TPAC attached hereto as Exhibit B (the "Development Agreement") are hereby approved, and the Metropolitan Mayor, Metropolitan Clerk, and Director of Law of the Metropolitan Government are hereby authorized, empowered and directed to execute and deliver the Development Agreement in the name and on behalf of the Metropolitan Government in substantially the form attached hereto as Exhibit B, with such changes and additions thereto and omissions therefrom as the Metropolitan Mayor shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval; provided that such changes, additions and omissions do not have any material adverse effect on the terms of the Development Agreement attached hereto as Exhibit B. From and after the execution and delivery of the Development Agreement, the Metropolitan Mayor and such employees of the Metropolitan Government as he or she may designate from time to time, or any of

them, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Development Agreement as so executed, including without limitation providing any and all approvals, consents and waivers required thereby, and entering into such amendments thereto that do not have any material adverse effect on the terms of the Development Agreement attached hereto as Exhibit B.

Section 2. The form, terms and provisions of the Lease Agreement between the Metropolitan Government and TPAC attached hereto as Exhibit C (the "Lease Agreement") are hereby approved, and the Metropolitan Mayor, Metropolitan Clerk, and Director of Law of the Metropolitan Government are hereby authorized, empowered and directed to execute and deliver the Lease Agreement in the name and on behalf of the Metropolitan Government in substantially the form attached hereto as Exhibit C, with such changes and additions thereto and omissions therefrom as the Metropolitan Mayor shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval; provided that such changes, additions and omissions do not have any material adverse effect on the terms of the Lease Agreement attached hereto as Exhibit C. From and after the execution and delivery of the Lease Agreement, the Metropolitan Mayor and such employees of the Metropolitan Government as he or she may designate from time to time, or any of them, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease Agreement as so executed, including without limitation providing any and all approvals, consents and waivers required thereby, and entering into such amendments thereto that do not have any material adverse effect on the terms of the form of Lease Agreement attached hereto as Exhibit C.

Section 3. The form, terms and provisions of the Campus Operations and Use Agreement attached hereto as Exhibit D (the "Campus Operations Agreement") are hereby approved, and the Metropolitan Mayor, Metropolitan Clerk, and Director of Law of the Metropolitan Government are hereby authorized, empowered and directed to execute and deliver the Campus Operations Agreement in the name and on behalf of the Metropolitan Government in substantially the form attached hereto as Exhibit D, with such changes and additions thereto and omissions therefrom as the Metropolitan Mayor shall approve as necessary or appropriate, such execution and delivery to be conclusive evidence of such approval; provided that such changes, additions and omissions do not have any material adverse effect on the terms of the Campus Operations Agreement attached hereto as Exhibit D. From and after the execution and delivery of the Campus Operations Agreement, the Metropolitan Mayor and such employees of the Metropolitan Government as he or she may designate from time to time, or any of them, are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Campus Operations Agreement as so executed, including without limitation providing any and all approvals, consents and waivers required thereby, and entering into such amendments thereto that do not have any material adverse effect on the terms of the Campus Operations Agreement attached hereto as Exhibit D.

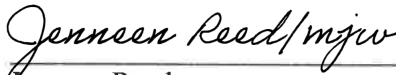
Section 4. All acts and doings of the Metropolitan Mayor, Metropolitan Clerk, Director of Finance, Director of Law and any other officer of the Metropolitan Government which are in conformity with the purposes and intent of this Ordinance shall be, and the same hereby are in all respects, approved and confirmed as may be necessary or appropriate in order for the Metropolitan Government to comply with the terms of the documents and agreements contemplated herein, including but not limited to the Development Agreement, the Lease Agreement and the Campus Operations Agreement.

Section 5. This Ordinance and any of the documents approved by this Ordinance may be amended by resolution adopted by the Metropolitan Council receiving a majority of the votes to which the Metropolitan Council is entitled.

Section 6. All ordinances in conflict or inconsistent herewith are hereby repealed insofar as any conflict or inconsistency exists.

Section 7. This Ordinance shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

APPROVED AS TO AVAILABILITY OF
FUNDS BY:



Jenneen Reed
Director of Finance

APPROVED AS TO FORM AND
LEGALITY:



Wallace Dietz
Director of Law

INTRODUCED BY:

MEMBERS OF COUNCIL

EXHIBIT A

DESCRIPTION OF THE LAND

(labeled in the attached as Lot E)

EXHIBIT B

FORM OF TPAC DEVELOPMENT AGREEMENT

(attached)

EXHIBIT C

FORM OF TPAC LEASE AGREEMENT

(attached)

EXHIBIT D

FORM OF TPAC CAMPUS OPERATIONS AGREEMENT

(attached)

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