

FIRST AMENDMENT TO LEASE AGREEMENT

This **First Amendment to Lease Agreement** (the “First Amendment”), effective as of the 1st day of July, 2024, by and between **THE METROPOLITAN NASHVILLE AIRPORT AUTHORITY** (the “Authority”) and **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, (“Tenant”).

WITNESSETH:

WHEREAS, Tenant and Authority entered into a Lease dated December 22, 2022 (the “Lease”) whereby Tenant leases 0.84 acres or 36,624 square feet of unimproved land (the “Premises”);

WHEREAS, the Lease contemplates the payment of Supplemental Rent by Tenant equal to the cost of design and construction for the Improvements divided by the Term of the Lease, in addition to Base Rent.

WHEREAS, Tenant and Authority desire to amend the Lease as set forth herein; and,

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt of which is hereby acknowledged, Tenant and Authority do hereby agree as follows:

1. The defined terms in the Lease shall have the same meanings herein unless specifically modified by this First Amendment.
2. The parties agree that Section III.I of the Lease shall be modified by deleting the last sentence at the end of that section and replacing it with: “Commencing on the July 1, 2024, and through the end of the Initial Term, Supplemental Rent shall be \$66,746.54 monthly, payable in advance, without notice or demand on the first day of each month.”
3. The parties agree that Article XIV of the Lease shall be modified by adding the following at the end of that article as follows: “A domestic water submeter will be installed to measure the consumption of water by the Tenant. The Authority will charge Tenant and Tenant will pay as an additional charge hereunder such amounts as are invoiced by Authority for Tenant’s water usage as measured by such submeter, without markup by Authority.”
4. The parties agree that Article VII of the Lease shall be modified by adding the following at the end of that article as follows: “Authority grants Tenant an access easement in, to, and across the drainage culvert located in the portion of land between the access road known as Tune Airport Drive and the Premises for the purpose of vehicular access for ingress and egress to and from the Premises. The maintenance of above-mentioned drainage culvert shall be the responsibility of the Tenant.”

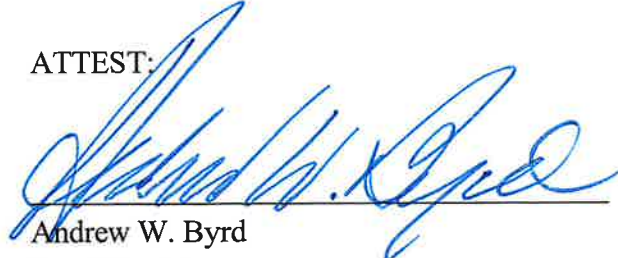
5. Subject to all modifications set forth in this First Amendment, the Lease shall remain in full force and effect without modification.
6. This First Amendment may be executed as a counterpart all of which together shall constitute one and the same Lease. Execution of this First Amendment may be evidenced by signature of this original document by both parties.

IN WITNESS WHEREOF, the Authority and the Tenant have executed this First Amendment effective as of the date first written above.

AUTHORITY:


**METROPOLITAN NASHVILLE
AIRPORT AUTHORITY**

ATTEST:




Andrew W. Byrd
Board Secretary

APPROVED:

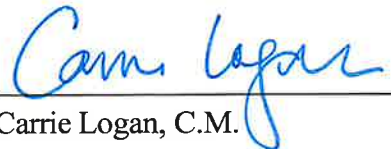


Joycelyn A. Stevenson
Board Chair



Douglas E. Kreulen, A.A.E.
President and CEO

APPROVED AS TO
FORM AND LEGALITY:



Carrie Logan, C.M.
Deputy General Counsel

RECOMMENDED:



Eric L. Johnson, CCIM, C.M.
SVP & Chief Revenue Officer

TENANT:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

John Drake

John Drake, Chief of Police
Metropolitan Nashville Police Department

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Kevin Crumbo/mjw

Kevin Crumbo, Director
Department of Finance

**APPROVED AS TO FORM AND
LEGALITY:**

Macy Amos

Assistant Metropolitan Attorney

APPROVED AS TO INSURANCE

Balogun Cobb

Director of Insurance

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Metropolitan Clerk

Date



May 22, 2024

To: Terri Jaynes Metro Public Property

Re: **Airport Hangar Agreement**
Planning Commission Mandatory Referral 2024M-028AG-001
Council District #20 Rollin Horton, 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 to approve the First Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and the Metropolitan Nashville Airport Authority for use of the property commonly known as the John C. Tune Airport for the development and construction of an aircraft hangar. (Proposal No. 2024M-028AG-001).

The relevant Metro agencies (Metro Parks, Nashville Department of Transportation, 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". The signature is fluid and cursive.

Lisa Milligan
Assistant Director Land Development
Metro Planning Department
cc: Metro Clerk

**Re: Airport Hangar Agreement
 Planning Commission Mandatory Referral 2024M-028AG-001
 Council District #20 Rollin Horton, Council Member**

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