



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

May 24, 2021

To: Flake Hudson II, Metro Finance

**Re: Metro Southeast Lease Agreement
Planning Commission Mandatory Referral #2021M-017AG-001
Council District #13 – Russ Bradford, 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 request for a resolution approving the Second Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and The Metropolitan Nashville Airport Authority for office and warehouse space at 1415 Murfreesboro Road (see sketch for details). (Proposal No. 2021M-017AG-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 Sharon O’Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink that reads 'Robert Leeman'.

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: Metro Southeast Lease Agreement
Planning Commission Mandatory Referral #2021M-017AG-001
Council District #13 – Russ Bradford, Council Member

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SECOND AMENDMENT
TO
LEASE AGREEMENT BETWEEN
The Metropolitan Nashville Airport Authority
AND
The Metropolitan Government of Nashville and Davidson County

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Amendment**”) is made this _____ day of _____, 2021, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a Tennessee municipal corporation (“**Lessee**”), and The Metropolitan Nashville Airport Authority (“**Authority**”).

RECITALS:

A. Authority and Lessee are parties to a Lease Agreement dated January 1, 2005 and First Amendment to Lease Agreement dated February 22, 2006 (collectively, the “**Lease**”) for certain premises located at 1415 Murfreesboro Road, Nashville, Tennessee (the “**Premises**”) as more particularly described in the Lease.

B. Article 14.1 of the Lease gives the Authority the right to terminate the Lease early as part of a future airport expansion by providing a minimum of eighteen (18) months’ notice to Lessee. The parties agree that Authority will provide a minimum of twenty-four (24) months’ notice prior to any lease termination to enable Lessee to properly plan, budget, and construct replacement space.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound hereby, agree that the Lease is amended as follows:

1. Recitals. All of the above-referenced Recitals are incorporated into and made a substantive part hereof.

2. Airport Expansion. Effective as of the Second Amendment Effective Date (as defined in Section 3 of this Second Amendment), Article 14.1 of the Lease is generally amended to provide that the Authority will give Lessee a minimum of twenty-four (24) months’ notice prior to any lease termination. Article 14.1 of the Lease is hereby amended by deleting the following sentence:

“Authority shall give Lessee eighteen (18) months’ notice to vacate the Premises in the event of such complete or partial termination of this Agreement, and Lessee hereby agrees to execute such documentation as may be deemed necessary by Authority to evidence the complete or partial termination of this Agreement.”

And substituting in lieu thereof the following sentence:

“Authority shall give Lessee twenty-four (24) months’ notice to vacate the Premises in the event of such complete or partial termination of this Agreement, and Lessee hereby agrees

to execute such documentation as may be deemed necessary by Authority to evidence the complete or partial termination of this Agreement.”

Article 14.1 of the Lease is further amended by deleting the following sentence:

“Lessee shall relinquish the affected portion of the Premises at the expiration of such eighteen (18) month period without Authority’s resorting to the process of law.”

And substituting in lieu thereof the following sentence:

“Lessee shall relinquish the affected portion of the Premises at the expiration of such twenty-four (24) month period without Authority’s resorting to the process of law.”

3. Contact Information. Contact information for the Authority in Section 22.5 of the Lease is replaced with the following:

To Authority: President & CEO
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, TN 37214

With a copy to:

Vice President Commercial Development
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, TN 37214

4. Service of Process. Service of process information for the Authority in Section 22.8 of the Lease is replaced with the following:

For Authority:

Theodore G. Morrissey
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, TN 37214

5. Effectiveness. This Amendment shall not be binding upon the parties until it has been signed first by the Authority and then by the representatives of Lessee, approved by the Metro Council, and then filed with the Metro Clerk (the date of filing with the Metro Clerk shall be referred to herein as the “Second Amendment Effective Date”).

6. Authority. Authority and Lessee each represents and warrants that it has the authority to enter into this Amendment and to abide by the terms hereof, and that the signatory hereto is the authorized representative of such party and empowered by such party to execute this Amendment.

7. Successors and Assigns. The terms of and provisions of this Amendment shall bind and inure to the benefit of Authority and Lessee and their respective successors and assigns.

8. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, and when a counterpart hereof has been executed and delivered by both Authority and Lessee, this Amendment shall be deemed binding upon the parties hereto. This Amendment, to the extent signed and delivered by means of a facsimile machine or by e-mail (provided such documents are in PDF (portable document format)), shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

(Signatures follow on next page)

IN WITNESS WHEREOF, The Metropolitan Government of Nashville and Davidson County and The Metropolitan Nashville Airport Authority have executed this Second Amendment to the Lease as of the day and year first above written.

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY**

BY:

Trael Webb

Trael Webb, Director
Public Property Administration

**APPROVED AS TO AVAILABILITY OF
FUNDS:**

Kevin Crumbo/MJW

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Metropolitan Attorney

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

Date: _____

LESSOR

**The Metropolitan Nashville Airport
Authority**

BY: DocuSigned by:
Douglas E Kreulen
9971F03A387B487...

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

Recommended by:

DocuSigned by:
Margaret Martin
1157AA7A82414C2...

Margaret Martin
Vice President

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Heather A. Morisson
FF5A12BD8CF340D...

Legal Counsel