



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

March 7, 2022

To: Ronald Colter, Metro Finance

**Re: Edgehill Mini Soccer Pitch
Planning Commission Mandatory Referral #2022M-011AG-001**

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 to approve a lease agreement between the Metropolitan Government of Nashville and Davidson County and the Nashville Soccer Club for part of a parcel of property at 1441 12th Avenue South, Nashville, Tennessee (Parcel No. 10505017600).

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 Michelle Hollingsworth at michelle.hollingsworth@nashville.gov or 615-862-7197.

Sincerely,

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

Robert Leeman
Deputy Director
Metro Planning Department
cc: *Metro Clerk*

**GROUND LEASE AGREEMENT BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY AND
THE NASHVILLE SOCCER CLUB LLC**

1. Parties. This Ground Lease Agreement (“Ground Lease”) is made and entered into on this the 1st day of February, 2022, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter referred to as the “Metropolitan Government”) and the Nashville Soccer Club LLC, a Tennessee limited liability company, (hereinafter referred to as “Lessee”).

2. Leased Premises. The Ground Lease premises is located at 1441 12th Ave S, Nashville, TN 37203 on approximately 1 acre of the total 4.42 acre Midtown Hills Police Precinct (hereinafter referred to as the “Premises”). See attached Exhibit A for exact location and dimensions of the property marked “Site”.

3. Lease. The Metropolitan Government hereby gives permission as hereinafter provided, to the Lessee and the Lessee’s licensees and invitees to enter the Premises in Nashville and Davidson County.

4. Use Of Premises. The Lessee shall be permitted to use the Premises for the purposes of constructing and maintaining a mini soccer pitch consistent with promoting youth soccer and community engagement.

5. Site Improvements/Naming Rights. (a) Lessee agrees to solely fund and construct in coordination with the Metropolitan Nashville Police Department (MNPd) an acrylic mini soccer pitch with goal installations. Upon completion, the mini pitch must be fully fenced with a locking gate, and otherwise maintained in accordance with the manufacturer’s recommendations for user safety. Prior to commencing installation of the mini pitch, Lessee will obtain (as necessary by code) all permits, authorizations, and consents from governmental entities and third parties necessary for the installation and construction of the mini pitch. Approvals from MNPd and Metro General Services are required prior to installation. Lessee and MNPd will both have keys/codes to access the fenced in area. MNPd represents and warrants that there are no underground utilities, underground tanks, any hazardous or other such materials, beneath the surface of the area on which such mini-soccer pitch is to be constructed except for a domestic water line to the Edgehill Garden from the Midtown Hills Precinct. Lessee shall relocate as part of the construction with the approval of Metro General Service.

(b). Lessee shall retain all naming and signage rights for Premises and/or the Playing Area, and retain any placements receive and retain all gross income and revenues connection with such naming rights and/or signage, provided that Lessee shall not permit any name to be given to the Premises or Playing Area without the Metropolitan Government’s prior approval, which approval shall not be withheld unless the proposed name violates Applicable Law or would reasonably cause embarrassment to the Metropolitan Government (such as names containing slang, barbarisms or profanity, that relate to any business or enterprise which is deemed to be controversial or that contain any overt political reference).

6. Parking. No dedicated parking will be assigned at the MNPDP Midtown Hills Precinct for the mini pitch. All on-site parking, if available, shall be coordinated with the MNPDP ahead of each use of the site.

7. Scheduling. All uses of the mini pitch must be in accordance with the promotion of youth soccer and/or community engagement and must have on-site management personnel provided by the Lessee for the duration of any Lessee event. MNPDP and Lessee agree to work together in good faith to schedule Lessee's event requests in advance; provided that Lessee shall have priority to use the Premises for its events over any other user, including the MNPDP.

8. Term. The term of this Ground Lease (the "Lease Term") shall commence on the date this Ground Lease is approved by all parties and filed with the Metropolitan Clerk (the "Commencement Date"), and will end five (5) years after the Commencement Date; provided that, either party will have the right to terminate this Ground Lease upon one hundred eighty (180) days prior written notice given any time after the second anniversary of the Commencement Date. This Ground Lease may be extended for two (2) consecutive five (5) year terms upon the agreement of both parties. Each party must provide written notice of its desire to extend the Lease ninety (90) days prior to the expiration of the Ground Lease. The Metropolitan Government's exercise of an option to extend the term of this Ground Lease shall be approved by the Director of Finance and the Director of Public Property Administration. This Ground Lease shall not take effect until approved by the Metropolitan Council of the Metropolitan Government ("Metro Council").

9. Rent. The Lessee agrees to pay to Metropolitan Government during the Lease Term, annual rent in the amount of \$1.

10. Breach. Should either party fail or neglect to comply with any term or condition of this Ground Lease, the non-breaching party shall be entitled to pursue any and all remedies available under Tennessee law.

11. Reserved

12. Compliance with laws. Lessee agrees to comply with any applicable federal, state and local laws and regulations related to the Premises in the performance of this Ground Lease.

13. Notices.

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County
Director, Public Property Administration
P.O. Box 196300
Nashville, TN 37219

Notices to Lessee shall be sent to:

Nashville Soccer Club LLC

Attn: Mary Cavarra
4400 Harding Road
Nashville, TN 37205

Nashville Soccer Club LLC
Attn: Joe Kennedy
500 Interstate Blvd., Suite 400
Nashville, TN 37210

14. Modification of Lease Agreement. This Ground Lease may be modified only by written amendment executed by all parties and their signatories hereto.

15. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

16. Reserved.

17. Utilities. Lessee agrees to pay charges made against the Premises solely to the extent of any cost related to the provision of electricity for overhead lights that illuminate the Playing Area (defined below) when utilized by Lessee during any Lessee event and any other utilities expressly requested by Lessee during the term of this Ground Lease as the same becomes due.

18. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

19. Employment. Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

20. Insurance. Lessee shall, prior to the beginning of the term of this Ground Lease, provide proof of premises and occupation liability insurance in an amount not less than One Million Dollars (\$1,000,000). Lessee shall provide its certificate of insurance to this Ground Lease to the Director of Risk Management. Lessee shall provide its certificate of insurance to this Ground Lease upon each renewal of said insurance during the term of this Ground Lease. Metropolitan Government shall be named an additional insured on all such policies.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Metropolitan Government may do all things necessary to effect or maintain such insurance and all moneys expended by Metropolitan Government for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Metropolitan Government. If any insurance policies required hereunder cannot be obtained for any reason, Metropolitan Government may require Lessee to cease any and all operations until coverage is obtained. If such

insurance coverage is not obtained within a reasonable period of time, to be determined solely by Metropolitan Government, Metropolitan Government may terminate this Lease.

Lessee shall be responsible for property insurance for all property belonging to the Lessee that shall be in use within Premises. The Metropolitan Government is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. The Metropolitan Government will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

21. Fire and Other Damage to Premises. Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Metropolitan Government and the same shall be repaired by Metropolitan Government without unreasonable delay unless Metropolitan Government determines that the damage is so extensive that repair or rebuilding is not feasible. Such cost shall be the sole responsibility and will be made at the sole discretion of Metropolitan Government. Should the damage to the area be so extensive as to render it un-tenantable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Metropolitan Government not to rebuild the same, then, at the option of Metropolitan Government or Lessee, and upon thirty (30) days written notice to the other of the damage, this Ground Lease, as it applies to said area, shall be canceled and of no further force or effect. Metropolitan Government's obligations to rebuild or repair under this Section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessee.

22. Contingent Fees. Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or

debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

24. Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from any claims, damages, costs and reasonable outside counsel attorney fees (a) for injuries or damages to the extent arising from the gross negligence or intentional acts or omissions of Lessee, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) to the extent arising from any failure of Lessee, its officers, employees, agents, licensees and invitees to observe applicable laws, all except to the extent of the negligence, intentional acts or omissions of the Metropolitan Government, its officers, agents and/or employees.

25. Waiver of Liability for Personal Property. Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

26. Assignment--Consent Required. The provisions of this Ground Lease shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Ground Lease nor any of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release Lessee from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

27. Lessee's Obligations for Maintenance. Lessee agrees to keep the Premises during any use by Lessee in clean and sanitary condition free of trash, refuse and debris and not cause damage to the Premises. Lessee is responsible for arranging and paying for all maintenance of the soccer pitch and goals (the "Playing Area") on the leased Premises. Lessee shall not permit any of its employees, agents, officers to, and shall take commercially reasonable precautions so that attendees do not deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on the Premises. Lessee further agrees that on the date this Ground Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, ordinary wear and tear excepted and excepting with the improvements made by Lessee. All other maintenance (including without limitation, customary mowing and trimming of all grass areas) and repair of the Premises shall be the responsibility of the applicable Metropolitan Government department. Notwithstanding the foregoing, MNPD will be responsible for repairing any damage to the Playing Area to the extent caused by its, or any other Metropolitan Government departments, use of the Playing Area for any non-Lessee event.

28. Mechanic's Liens. No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of Metropolitan Government. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee Lessee shall promptly cause the same to be discharged of record. In the event Lessee fails to cause any such lien to be discharged of record within thirty (30) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with

the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount.

29. Right of Entry. Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants. Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Ground Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

30. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

31. Quiet Enjoyment. Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Ground Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

32. Surrender. Upon the expiration or termination of this Ground Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises in whatever condition at the time shall be deemed a part of the Premises and the same shall not be removed.

33. Reserved.

34. Broker's Commission. There will be no brokerage commission payable since no broker is involved in this Ground Lease.

35. Governing Law. The validity, construction and effect of this Ground Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

36. Venue. Any action between the parties arising from this Ground Lease shall be maintained in the courts of Davidson County, Tennessee.

37. Severability. Should any provision of this Ground Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the

remaining provisions of this Ground Lease.

38. Effective Date. This Ground Lease shall not be binding upon the parties until it has been signed first by the Lessee, then by the authorized representatives of the Metropolitan Government, approved by the Metro Council and has been filed in the office of the Metropolitan Clerk.

39. Entire Agreement. This Ground Lease sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

(Signatures appear on the following page)

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

LESSEE

NASHVILLE SOCCER CLUB LLC

RECOMMENDED BY:

Ronald Colter
Ron Colter, Interim Director
Public Property Administration

Mary K. Cavana
Mary K. Cavana, Vice President

RECOMMENDED BY:

John Drake
John Drake, Chief
Metropolitan Nashville Police Department

Velvet Hunter
Velvet Hunter, Interim Director
Department of General Services

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mjw
Kelly Flannery, Director
Department of Finance

APPROVED AS TO FORM AND

~~Discussed~~ by:

Neki Eke
Assistant Metropolitan Attorney
30EF061CB15400...

ATTEST:
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Date: _____

(N0451369.1)

Sworn to and subscribed to before me a
Notary Public, this 2nd day of February,
2022

NOTARY PUBLIC
Alexandra B. Burlason
My Commission expires: March 7, 2023



My Commission Expires March 7, 2023

Exhibit A



Certificate Of Completion

Envelope Id: 7623C0752AB645A6B1018624B4A50628	Status: Sent
Subject: Please DocuSign: Legislation.docx, Legislative Tracking Form - Nashville SC Lease MNPD (N044006...	
Source Envelope:	
Document Pages: 13	Signatures: 7
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Ronald Colter
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Ronald.colter@nashville.gov
	IP Address: 170.190.198.185

Record Tracking


Status: Original 3/7/2022 9:29:02 AM	Holder: Ronald Colter Ronald.colter@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
Ronald Colter ronald.colter@nashville.gov Real Property Metro Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:45:11 AM Viewed: 3/7/2022 9:45:31 AM Signed: 3/7/2022 9:45:49 AM

Electronic Record and Signature Disclosure:

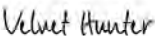
Not Offered via DocuSign

Tom Eddlemon tom.eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:45:53 AM Viewed: 3/7/2022 9:49:38 AM Signed: 3/7/2022 9:52:38 AM
---	--	---

Electronic Record and Signature Disclosure:Accepted: 3/7/2022 9:49:38 AM
ID: 2855804e-c422-4a4a-ad81-2125e068b301

John Drake john.drake@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.104	Sent: 3/7/2022 9:52:45 AM Viewed: 3/7/2022 9:54:54 AM Signed: 3/7/2022 9:55:30 AM
--	--	---

Electronic Record and Signature Disclosure:Accepted: 3/7/2022 9:54:54 AM
ID: ce3bb4cd-607b-402f-bf7e-b8eefb0b71fb

Velvet Hunter velvet.hunter@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/7/2022 9:55:35 AM Viewed: 3/7/2022 1:54:25 PM Signed: 3/7/2022 1:55:35 PM
--	--	---

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Accepted: 3/7/2022 1:54:25 PM
 ID: 19ad3d84-ef65-484f-a28b-5523d5d9ffc4

Kelly Flannery/mjw
 maryjo.wiggins@nashville.gov
 Security Level: Email, Account Authentication
 (None)



Sent: 3/7/2022 1:55:41 PM
 Viewed: 3/7/2022 2:01:04 PM
 Signed: 3/7/2022 6:12:49 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:
 Accepted: 3/7/2022 2:01:04 PM
 ID: f079f6e8-9bd5-4eae-a0c8-a5ed9d6a0452

Nicki Eke
 nicki.eke@nashville.gov
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 30EFE061CB15400...

Sent: 3/8/2022 2:41:55 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/4/2022 1:47:54 PM
 ID: b9bfa864-9eea-483e-a92d-6868b73c4292

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
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	3/7/2022 9:45:11 AM
---------------	------------------	---------------------

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--