



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

May 23, 2022

To: Terri Finance, Public Property Division

Re: 5620 NOLENSVILLE PIKE LEASE AGREEMENT
Planning Commission Mandatory Referral #2022M-025AG-001
Council District #27 Robert Nash, 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 approving a lease agreement between the Metropolitan Government of Nashville and Davidson County, by and through the Department of General Services, and 5620 Nolensville Pike, LLC for use of office space at 5620 Nolensville Pike (Parcel No. 16100030500) (Proposal No. 2022M-025AG-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 black ink, appearing to read "Robert Leeman".

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

**LEASE AGREEMENT BY AND BETWEEN
THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY AND
5620 NOLENSVILLE PIKE, LLC**

1. Parties. This Lease Agreement is made and entered into on this the ____ of July, 2022, by and between 5620 Nolensville Pike, LLC ("Lessor") and The Metropolitan Government of Nashville and Davidson County, (hereinafter referred to as "Lessee").

2. Leased Premises. The Leased Premises is located at 5620 Nolensville Pike, Suite 5644, Nashville, TN 37211 with approximately 1,655 sq. feet of office space (hereinafter referred to as the "Premises").

3. Lease. Lessor 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 Leased Premises. The Lessee shall be permitted to use the Premises for the purposes of the normal execution of business. This shall include, but shall not be limited to, typical office, counseling, and meeting space.

5. Term. The term of this Lease (the "Lease Term") shall commence on the date this Lease is approved by all parties and filed with the Metropolitan Clerk (the "Commencement Date"), and will end three (3) years after the date of commencement, with either party having the right to terminate the lease upon one hundred eighty (180) days written notice. This Lease may be extended for one (1) consecutive three (3) year term 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 Lease. Lessee's exercise of an option to extend the term of this Lease shall be approved by the Director of Finance and the Director of Public Property Administration. This Lease shall not take effect until approved by the Metropolitan Council and filed with the Metropolitan Clerk.

6. Rent. The Lessee agrees to pay to Lessor during the Lease Term, annual rent ("Fixed Monthly Rent") in the amount of \$00.00 per square foot.

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

8. Termination—Convenience. Lessee & Lessor may terminate this Lease Agreement, to be effective on the last day of any month, by delivering one hundred eighty (180) days advance written notice to the respective party.

9. Compliance with laws. Lessee and Lessor agree to comply with any applicable federal, state and local laws and regulations in the performance of this Lease Agreement.

10. Notices.

Notices to Lessor shall be sent to:

5620 Nolensville Pike, LLC ("Lessor")
18331 Pines Blvd., Suite 319
Pembroke Pines, FL 33029

And

1301 International Parkway, Suite 110
Sunrise, FL 33323

Notices to the Metropolitan Government ("Lessee") shall be sent to:

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

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

14. 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.

15. Taxes. Lessor is responsible for paying all real estate taxes associated with the property.

16. Utilities. Lessee agrees to pay all charges made against the Premises for gas, heat, electricity, water, phone, cable internet, security alarm fees, pest control, and any other utilities requested by Lessee during the term of this Lease as the same becomes due.

17. 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.

18. Employment. Lessee and Lessor 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.

19. Insurance.

Insurance Coverage by Lessee. Lessee hereby advises Lessor that Lessee shall self-insure against the risks of loss which would be covered by commercial general liability insurance, workers compensation insurance and automobile liability insurance. Lessee shall be responsible for any losses or liabilities which would have been assumed by the insurance company or companies which would have issued such policies. Lessee's liability in tort is governed by the provisions of the Governmental Tort Liability Act, Lessee has a self-insurance against such claims which only covers claims and losses against Lessee.

Insurance Coverage by Lessor. Lessor shall provide and maintain at Lessor's cost and expense fire and extended coverage insurance covering all presently existing improvements on the Property (but not Lessee's personal property or improvements) against loss or damage from all perils of fire, extended coverage, vandalism, malicious mischief, and special extended perils ("All Risks" as such term is used in the insurance industry) in the amount of the full replacement cost of Lessor's improvements on the Property. Lessee acknowledges and agrees that Lessor shall not obtain or carry insurance on Lessee's personal property, fixtures, equipment, and inventory or Lessee's improvements, and Lessee agrees that Lessee shall be responsible for obtaining and carrying insurance on the foregoing, at Lessee's sole cost and expense.

Waiver of Subrogation. Lessor and Lessee waive, unless such waiver should invalidate any such insurance, their right to recover damages against each other for any reason whatsoever to the extent the damaged property owner recovers indemnity from its insurance carrier.

Lessee's Contractor's Insurance. Lessee shall require any contractor of Lessee performing work on the Premises to carry and maintain, at no expense to Lessor:

(a) Comprehensive general liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, broad form property damage endorsement and contractor's protective liability coverage to afford protection, with limits for each occurrence of not less than Three Million and No/100 Dollars (\$3,000,000.00) with respect to personal injury or death, and One Million and No/100 Dollars (\$1,000,000.00) with respect to property damage; and

(b) Workers' compensation or similar insurance in form and amounts required by law.

20. 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 Lessor and the same shall be repaired without unreasonable delay unless Lessor 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 Lessor. 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 Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon thirty (30) days written notice to the other of the damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor'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.

21. Contingent Fees. Lessor hereby represents that Lessor 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.

22. 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.

23. Indemnification and Hold Harmless. Lessor shall indemnify and hold harmless the Lessee, its officers, agents and employees from any claims, damages, costs and attorney fees (a) for injuries or damages arising, in part or in whole, from the gross negligence or intentional acts or omissions of Lessor, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) arising from any failure of Lessor, its officers, employees, agents, licensees and invitees to observe applicable laws.

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

25. Assignment--Consent Required. The provisions of this Lease Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease Agreement 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 Lessee. Any assignment or transfer shall not release Lessor from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

26. Lessee's Obligations for Maintenance. Lessee shall not be responsible for any maintenance to the structure, foundations, mechanical, electrical, and life safety systems of the facility. Lessee agrees to keep the Premises and Grounds in clean and sanitary condition free of trash, refuse and debris at all times during the Term and not cause damage to the Premises. If needed, Lessee is responsible for arranging and paying for janitorial and landscape services. Lessee shall not permit any of its employees, agents, officers, or attendees to deface, destroy or remove any property of Lessor, whether real or personal, at or on the Premises. Lessee further agrees that on the date this 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, excepting ordinary wear and tear. Lessee shall be responsible for all reasonable and necessary expenses to keep clean, repair or replace any property of Lessor, whether under its control or otherwise, due to defacement, destruction, damage, or loss occurring while in use by Lessee, normal wear and tear expected.

27. Right of Entry. Lessor 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 Lessees. Lessor, 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 Lessor 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 Lease. Lessor may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

28. 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.

29. Quiet Enjoyment. Lessor covenants that Lessor has good title to Premises and is under no disability that would impair Lessor's right to enter into this 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 Lessor.

30. Surrender. Upon the expiration or termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor 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 and cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.

31. Maintenance of Records. Lessor shall maintain documentation for all charges under this Lease against the Lessee. The books, records, and documents of Lessor insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Lessee or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

32. Broker's Commission. There will be no brokerage commission payable since no broker is involved in the lease.

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

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

35. Severability. Should any provision of this Lease Agreement 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 Lease Agreement.

36. Effective Date. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessor and then by the authorized representatives of the Lessee and has been filed in the office of the Metropolitan Clerk.

37. Entire Agreement. This Lease Agreement 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.

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

RECOMMENDED BY:

Abraham Wescott

Abraham Wescott, Director
Public Property Administration

RECOMMENDED BY:

Velvet Hunter

Velvet Hunter, Interim Director
Department of General Services

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Kelly Flannery

Kelly Flannery, Director
Department of Finance

**APPROVED AS TO FORM AND
LEGALITY:**

Mary Amos

Assistant Metropolitan Attorney

LESSOR:

M. Outlaw

Mike Outlaw
5620 Nolensville Pike, LLC

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

Date: _____



DaNeil D'Alfonso
Notary Public
State of Florida
Comm# HH116839
Expires 5/31/2025

Sworn to and subscribed to before
me a Notary Public, this 8 day
of June, 2022.

NOTARY PUBLIC

DaNeil D'Alfonso

My Commission expires: 5/31/2025