



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

October 20, 2021

To: Ronald Colter, Metro Finance

Re: Parkway Tower Lease Agreement
Planning Commission Mandatory Referral #2021M-031AG-001
Council District #19 – Freddie O'Connell, 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 to approve the Third Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and 404 James Robertson Prop, LLC for office space in the Parkway Towers Building located at 404 James Robertson Parkway. (Proposal No. 2021M-031AG-001).

Conditions that apply to this approval: None.

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.

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](tel: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: Parkway Tower Lease Agreement
Planning Commission Mandatory Referral #2021M-031AG-001
Council District #19 – Freddie O'Connell, Council Member

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THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement (this "Third Amendment") is entered into as of October 8th, 2021 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a municipal corporation of the State of Tennessee ("Metro") and **404 JAMES ROBERTSON PROP. LLC**, a Delaware limited liability company ("Lessor").

RECITALS

WHEREAS, Lessor, as landlord (as successor to Parkway Towers, LLC and PHR Parkway, LLC), and Metro, as tenant, are parties to that certain Lease Agreement dated November 6, 2013, as amended by that certain First Amendment dated May 6, 2014 and that certain Second Amendment dated June 17, 2015 (collectively, the "Lease") whereby Metro leases from Lessor 49,888 rentable square feet of space (the "Existing Leased Premises") on multiple floors in the NorthCap Center Building (formerly known as Parkway Towers), 404 James Robertson Parkway, Nashville, Tennessee 37219 (the "Building").

WHEREAS, Metro and Lessor now desire to amend the Lease to provide for the expansion of the Existing Leased Premises and the terms and conditions relating to such expansion as provided herein.

AGREEMENT

NOW, THEREFORE, for the mutual promises and other considerations, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree to amend the Lease as follows:

1. **Incorporation of Recitals, Definitions.** The Recitals set forth above are hereby incorporated into this Third Amendment as if set forth herein in full. All capitalized terms not defined in this Third Amendment shall be deemed to have the meanings given such terms in the Lease.
2. **Section 1. Purpose.** Section 1 of the Lease is amended to provide that effective as of the first business day following completion of the Lessor's Work (as hereinafter defined) (the "Suite 1510 Expansion Date"), Lessor hereby leases to Metro and Metro hereby leases from Lessor approximately 5,705 rentable square feet of additional space located on the fifteenth (15th) floor of the Building as shown outlined in red on the location plan attached hereto as Exhibit A as a part hereof (the "Suite 1510 Expansion Premises") which lease shall be on the terms and conditions set forth in the Lease, as amended by this Third Amendment. Lessor and Metro agree that after the Suite 1510 Expansion Date, the Leased Premises shall consist of the Existing Leased Premises of 49,888 rentable square feet and the Suite 1510 Expansion Premises of 5,705 rentable square feet for a total of 55,593 rentable square feet.
3. **Condition of the Suite 1510 Expansion Premises.** Promptly following the Third Amendment Effective Date (as defined below), Lessor shall make improvements to the Suite 1510 Expansion Premises as described in and subject to the limitations set forth in the bid and finish notes attached hereto as Exhibit B as a part hereof ("Lessor's Work"). Metro acknowledges and agrees that, notwithstanding any provision of the Lease to the contrary, except for the Lessor's Work, Lessor shall have no obligation to make any improvements to the Suite 1510 Expansion Premises in connection with this Third

Amendment and Metro accepts the Suite 1510 Expansion Premises in its existing “as-is” condition.

4. **Section 3. Rental Fees.** Section 3 of the Lease is amended to provide that beginning on the Suite 1510 Expansion Date, Metro will pay Lessor Rent for the Suite 1510 Expansion Premises as follows:

<u>LEASE PERIOD</u>	<u>MONTHLY RENT</u>	<u>ANNUALIZED RENT</u>
Suite 1510 Expansion Date to August 31, 2022	\$12,361.00	\$148,330.00
September 1, 2022 to August 31, 2023	\$12,836.00	\$154,035.00

Rent for any initial partial month shall be prorated based on a daily rent of \$412.00 and the number of days in the initial partial month from and after the Suite 1510 Expansion Date. All such Rent shall be payable on the first day of each calendar month during the term of the Lease in accordance with the provisions of the Lease.

5. **Brokers.** Each of Lessor and Metro hereby represents and warrants to the other that it has dealt with no real estate agents or brokers in connection with the negotiation, execution and delivery of this Third Amendment other than Foundry Commercial (“Lessor’s Broker”) and that no brokerage fees or commissions are payable to any real estate agent or broker in connection with the negotiation, execution and delivery of this Third Amendment other than to Lessor’s Broker. Each of Lessor and Metro shall indemnify, defend, protect and hold the other harmless from and against any and all losses, liabilities, damages, claims, costs and/or expenses (including, without limitation, reasonable attorneys’ fees) that the other may incur or suffer, or which may be asserted against the other, in connection with, or in any way relating to, the inaccuracy of any representation or warranty made by it in this Section. Lessor shall pay all fees and commissions due and owing to Lessor’s Broker in connection with the negotiation, execution and delivery of this Third Amendment pursuant to a separate written agreement between Lessor and Lessor’s Broker.
6. **Third Amendment Effective Date.** This Third Amendment shall not be binding upon the parties until it has been signed first by Lessor and then by the representatives of Metro, and approved by the Metropolitan Council (the date this Third Amendment is approved by the Metropolitan Council is referred to hereinafter as the “Third Amendment Effective Date”).
7. **Ratification of the Lease.** Except as specifically set forth in this Third Amendment, the parties hereto agree that the Lease (as amended by this Third Amendment) is unmodified and in full force and effect, and further hereby ratify, affirm and confirm the Lease as amended by this Third Amendment. From and after the Third Amendment Effective Date, the term “Lease” shall be deemed to mean and include the Lease as amended by this Third Amendment.
8. **Counterparts.** This Third Amendment may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument, and facsimile signatures shall be deemed to be original signatures and of the same force and effect.

[end of page - signatures on following page]

IN WITNESS WHEREOF, the authorized representatives of the parties have affixed their signatures below with the intent to make this Third Amendment effective as of the Third Amendment Effective Date.

METRO:

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

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/mfw _____
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Macy Amos _____
Metropolitan Attorney

LESSOR:

404 JAMES ROBERTSON PROP, LLC

By: *C.T. Chandonnet* 10/8/21
Name: *CLAUDE T. CHANDONNET*
Title: *AUTHORIZED SIGNATORY*

EXHIBIT A

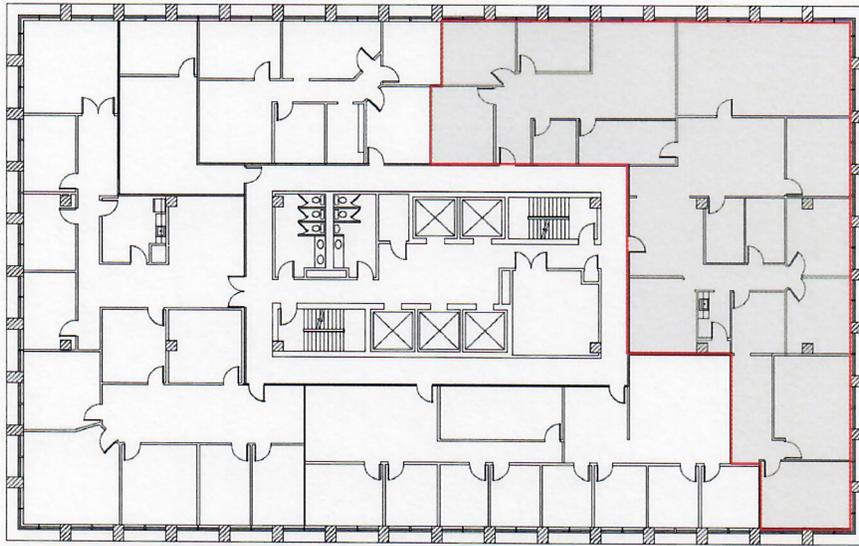


EXHIBIT B



GENERAL CONTRACTORS

August 27, 2021

Bob Pierce
Senior PM/Group Manager
Commonwealth Commercial
414 Union Avenue, Suite 110
Nashville, TN 37219
T 615-250-3012 | C 615-473-9059
E bpierce@CommonwealthCommercial.com

RE: 404 James Robertson Parkway, Suite 1510

Thank you for allowing CIC, Inc. the opportunity to work with you on your space needs. Please review our numbers below based on our discussions.

Flooring

- a. Demo existing specified carpet per plan notes
- b. Furnish and install carpet tiles (\$25PSY allowance)
- c. Furnish and install standard 4" rubber base only where new carpet is noted
Notes: Excludes major floor prep and/or leveling. Carpet and base only where specified in 8.18.2021 email. Space to be unoccupied and free of furniture.

Paint:

- a. Paint walls to 9' existing acoustical, and door frames.
Notes: CIC is not liable for already painted wallpaper separating from existing drywall. Any skimming required will be an additional charge and approved via Change Order

Acoustical

- a. Replace broken and stained ceiling tile with like tile.
Note: New tile will not be a perfect match due to age of existing tile. Existing gnd to remain as is.

Electrical

Proposal includes and is limited to the following:

- a. Remove ballast and T-12 fluorescent bulbs in eighty-two existing 2' by 4' light fixtures and install direct wire 4000K LED bulbs

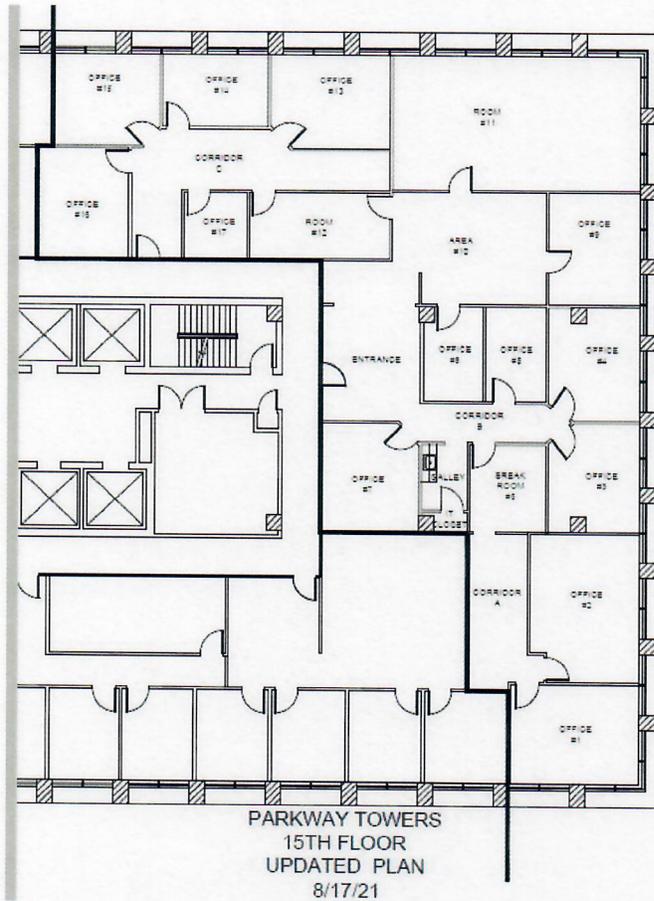
Notes: Excludes emergency backup inverters, replacement of existing exit and two head emergency light fixtures and/or other electrical repairs are which will be at additional cost if required. Parking fees are included. CIC will not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others. Changes or additions causing additional expense will be added to contract price accordingly.

Supervision:

- a. Onsite supervision normal business hours

G/C:

- a. Trash removal, dumpster, parking, protective materials, clean per notes to include inside of perimeter windows and final cleaning.
Note: Excludes permits, architectural and MPE drawings.



FINISHES TO BE ADDRESSED

- OFFICE 1 - PAINT - CLEAN CARPET
- OFFICE 2 - PAINT - REPLACE CARPET
- CORRIDOR A - CLEAN CARPET
- OFFICE 3 - PAINT - CLEAN CARPET
- OFFICE 4 - PAINT - REPLACE CARPET
- OFFICE 5 - PAINT - CLEAN CARPET
- CORRIDOR 6 - PAINT - CLEAN CARPET
- BREAK ROOM 6 - PAINT - REPLACE CARPET
- BREAK ROOM 6 - PAINT - REPLACE CARPET
- GALLEY - PAINT - CALK COUNTER
- GALLEY - CLEAN WAX FLOOR
- OFFICE 7 - PAINT - REPLACE CARPET
- ENTRANCE - PAINT - CLEAN CARPET
- OFFICE 8 - PAINT - CLEAN CARPET
- OFFICE 9 - PAINT - REPLACE CARPET
- AREA 10 - PAINT - CLEAN CARPET
- ROOM 11 - PAINT - CLEAN CARPET
- ROOM 12 - PAINT - CLEAN CARPET
- CORRIDOR 13 - PAINT - CLEAN CARPET
- OFFICE 13 - PAINT - REPLACE CARPET
- OFFICE 14 - PAINT - REPLACE CARPET
- OFFICE 15 - PAINT - REPLACE CARPET
- OFFICE 16 - PAINT - REPLACE CARPET
- OFFICE 17 - CLEAN CARPET

GENERAL NOTES:

- REPLACE ALL SOUND TILE THAT IS BROKEN OR STAINED
- CLEAN MINI BLINDS AND INSURE THEY ARE IN WORKING ORDER
- CLEAN CABINETS AND SINKS
- REPLACE LIGHT BULBS TO MATCH ALL COOL WHITE OR ALL WARM WHITE

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