

Ordinance No. _____

An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation and the Sports Authority of the Metropolitan Government of Nashville and Davidson County for a community ice hockey and skating recreation complex located at One Bellevue Place, 7638 Highway 70 South, Nashville, Tennessee (Map/Parcel No. 2800019600) (Proposal No. 2019M-031AG-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County owns and through the Metropolitan Board of Parks and Recreation operates the property located at One Bellevue Place, 7638 Highway 70 South, Nashville, Tennessee (Map/Parcel No. 2800019600); and,

WHEREAS, the Metropolitan Board of Parks and Recreation and the Sports Authority of the Metropolitan Government of Nashville and Davidson County have determined that a new community ice hockey and skating recreation complex encourages and fosters economic development and prosperity and provides recreational opportunities for the citizens of Nashville and Davidson County; and,

WHEREAS, the Metropolitan Board of Parks and Recreation and the Sports Authority of the Metropolitan Government of Nashville and Davidson County have negotiated a Lease Agreement attached hereto and incorporated herein as Exhibit 1; and,

WHEREAS, this ordinance has been mandatorily referred to the Planning Commission pursuant to Section 11.505 of the Metropolitan Charter and has been assigned Proposal No. 2019M-031AG-001, which has been administratively reviewed and recommended for approval; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this agreement be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

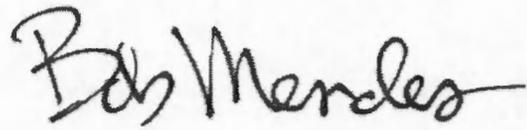
Section 1. That the Lease Agreement between the Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation and the Sports Authority of the Metropolitan Government of Nashville and Davidson County attached hereto as Exhibit 1, is hereby approved and the Director of Public Property Administration, or designee, is hereby authorized to execute the same.

Section 2. That any amendment to this Lease Agreement may be approved by resolution of the Metropolitan Council receiving at least twenty-one (21) affirmative votes.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes
Councilmember At-Large

RECOMMENDED BY:

Kim McDaniel
Director
Public Property Administration

INTRODUCED BY:

[Signature]
Member(s) of Council

APPROVED AS TO AVAILABILITY
OF FUNDS:

[Signature]
Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

[Signature]
Assistant Metropolitan Attorney

**Lease
Between
The Metropolitan Government of Nashville and Davidson County, through the
Metropolitan Board of Parks and Recreation**

Lessor

And

**The Sports Authority of the
Metropolitan Government of
Nashville and Davidson County**

Lessee

September __, 2019

This Lease (this "Lease") is entered into this __ day of September, 2019, by and between The Metropolitan Government of Nashville and Davidson County, through the Metropolitan Board of Parks and Recreation, ("Lessor") and the Sports Authority of the Metropolitan Government of Nashville and Davidson County ("Lessee").

Recitals

1. The Lessor and Lessee have determined that a new community ice hockey and skating recreation complex at One Bellevue Place encourages and fosters economic development and prosperity and provides recreational and other opportunities for the citizens of Nashville and Davidson County.
2. The Lessor owns and operates property located at One Bellevue Place, 7638 Highway 70 S, Nashville, TN, map/parcel 12800019600 on which, pursuant to Resolutions RS2017-713 and RS2017-963 it has caused a new recreation center and ice sports complex to be developed and constructed ("Building") utilizing the Metropolitan Government General Services Department as project manager.
3. Pursuant to Section 7-67-109 of the Tennessee Code Annotated, the Lessee has the express power to acquire land by lease in order to operate a project such as a sports and recreation facility.
4. Pursuant to Section 7-67-111 of the Tennessee Code Annotated, the Lessor is permitted to convey land by lease to the Lessee.
5. The Lessor has agreed to lease to Lessee and Lessee has agreed to lease from Lessor a portion of the Building known as Suite B as depicted on Exhibit A to be operated by Lessee or Lessee's contractor as an ice rink open to the public for sporting and recreational purposes and other activities within the mission of the Lessee.

NOW, THEREFORE, IN CONSIDERATION of the premises and their mutual undertakings as herein set forth and other good and valuable consideration, the Lessor and the Lessee, do hereby agree as follows:

Section 1. Lease by Lessor to Lessee. The Lessor does hereby lease and demise to the Lessee and the Lessee does hereby let from the Lessor, for and during the lease term hereinafter provided, the portion of the Building designated as Suite B and more specifically described and depicted in Exhibit A, which is incorporated herein and made part hereof by this reference, together with any and all appurtenances thereunder belonging ("Premises"). This Lease is entered into and the leasehold estate hereby created is made upon and subject to the terms and conditions contained herein.

Section 2. Term. The term of this Lease shall begin on its effective date and continue for thirty (30) years (the "Scheduled Termination Date"). The effective date shall be February 1, 2019. This Lease may be extended beyond the Scheduled Termination Date for an additional term of not more than thirty (30) years (the "First Option Period") upon the same terms and conditions as described herein at the option of the Lessee provided Lessee gives written notice to Lessor not less than one hundred twenty (120) days prior to the Scheduled Termination Date. In the event the First Option Period is exercised, this Lease may be further extended for an additional term of fifteen (15) years upon the same terms and conditions as described herein at the option of the Lessee provided Lessee gives written notice to Lessor not less than one hundred twenty (120) days prior to the termination date of the First Option Period.

Section 3. Rent. Lessee shall pay to the Lessor annual rent in the amount of ten dollars (\$10.00) on or before July 1 of each calendar year of the term of this Lease.

Section 4. Improvements and Uses. The Lessor shall, at its sole cost and expense, cause the Building to be constructed and equipped. Suite B shall be used as an Ice Rink for the purposes of a sports authority determined in Title 7, Part 67 of the Tennessee Code Annotated. Lessee covenants and agrees that it will use said Suite B as an ice rink with concessions/restaurant/office/meeting space and appurtenant uses for lawful purposes at all times. In addition to Suite B, Lessee shall have access to and the non-exclusive right to use shared entry, shared parking, shared loading areas (the "Joint Use Areas"). Lessee shall (i) not cause any damage to such Joint Use Areas, (ii) repair any damage caused to the Joint Use Areas by Lessee, and (iii) cause its contractors to repair any damage to the Joint Use Areas caused by such contractors.

Section 5. No Warranty. Lessee has inspected Suite B and agrees to accept the conditions of Suite B, without any representation or warranty on the part of the Lessor, in an "as is" condition. The Lessee assumes the responsibility of the condition, operation, maintenance and management of Suite B.

Section 6. Benefit and Assignment and Subletting. The provisions of this Lease shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of the Lessee

hereunder shall be assigned or transferred to any person, firm or corporation without the prior written consent of the Lessor. Any assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee or transferee shall assume each and every obligation of Lessee hereunder, and Lessor may deal with, contract with, and accept rent from any such assignee without waiving any of its rights hereunder. Notwithstanding the foregoing, the Lessor's consent is not required in connection with any sublease, license, occupancy, concession, advertising, service, maintenance, management or other agreement (each, a "Sublease" and collectively, "Subleases", as applicable) of all or any portion of the Premises entered into by the Lessee. Lessee is expressly permitted to enter into Subleases of the Premises in whole or in part as necessary or desired for the management and operation of the Premises and such Sublease shall not require any approval or consent of Lessor. A Sublease shall not release Lessee from its obligations hereunder.

Section 7. Reserved.

Section 8. Reserved.

Section 9. Mechanic's Liens. Notice is hereby given that Lessor shall not be liable for any labor or materials furnished or to be furnished to Suite B upon credit, and that no mechanic's or other lien for any such labor or materials shall attach to or affect the reversion or other estate or interest of the Lessor in and to Suite B. No work, services, materials or labor provided to the Lessee by any third party in connection with this Lease shall be deemed to be for the benefit of Lessor. If any lien shall at any time be filed against Suite B by reason of the Lessee's failure to pay for any work, services, materials or labor provided to the Lessee by any third party, or alleged to have been so provided, the Lessee shall immediately cause the same to be discharged of record, except that if Lessee desires to contest any such lien, it may do so as long as any such contest is in good faith. In the event the Lessee fails to cause any such lien to be discharged of record within forty-five (45) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. In the event Lessor shall discharge any lien on behalf of Lessee, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's actual, reasonable out-of-pocket costs and attorneys' fees).

Section 10. Casualty Loss. The Lessee shall, at all times, at no expense to Lessor, cause the Suit B to be insured against all loss or damage by fire or other casualty. The policy shall name the Lessor as a co-insured and shall provide that the policy cannot be cancelled without thirty (30) days written notice to the Lessor. Lessee shall cause the policy to be in full force and effect throughout the term of this Lease.

Section 11. Default. The occurrence of any one or more of the following constitutes a default (each, a "Lessee Default") by the Lessee under this Lease:

- a. the Lessee's failure to pay any of the Rent or other charges due to Lessor hereunder; or

- b. the Lessee's failure to observe or perform any other covenant, agreement, condition or provision of this Lease (subject to any additional cure periods set forth herein) and such failure shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, provided, however, if such failure cannot reasonably be cured within such thirty (30) day period, the Lessee shall not be in default hereunder so long as it commences to cure the same within the aforementioned thirty (30) day period and thereafter diligently prosecutes the cure to completion; or
- c. the Lessee voluntarily makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for the Lessee or for the major part of Suite B; or
- d. a trustee or receiver is appointed for the Lessee or for the major part of its property and is not discharged within thirty (30) days after such appointment; or
- e. bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against the Lessee, and, if instituted against the Lessee, are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

Section 12. Surrender. In the event of default a Lessee Default under this Lease, which Lessee Default is not cured in accordance with the rights and obligations provided herein, Lessee agrees to peacefully surrender Suite B to the Lessor subject to any mortgages, Subleases and encumbrances then in effect. No Sublease shall be cancelled or terminated, and Lessor shall not take any affirmative action to cancel or terminate any Sublease, as a result of the surrender of Suite B following a Lessee Default and any such attempts shall be null and void.

Section 13. Termination. Except as set forth in Section 12 above, upon expiration of the term of this Lease, Lessee and any lien holder holding an interest or lien against Suite B shall be finally and permanently divested of any and all interest in Suite B so that the Lessor shall hold Suite B with only the same restrictions and conditions as existed prior to the execution of this Lease and any reasonable and customary covenants, conditions, restrictions, easements or other encumbrances deemed necessary or desirable by Lessee for improvements to Suite B. Lessee shall quietly and peacefully surrender Suite B to Lessor, and Lessor may without further notice re-enter Suite B and possess and repossess itself thereof and may dispossess Lessee and remove Lessee and may have, hold and enjoy Suite B and the right to receive all rental and other income of and from the same.

Section 14. Amendments. The parties may modify, alter, amend or change any part of this Lease by executing a written amendment setting forth the changes made. Such amendment shall become effective after it has been approved in writing by Lessee and by Lessor.

Section 15. Net Lease. The parties agree that this Lease is a net lease, with rent to be paid without adjustment or set-off, except as may be provided herein.

P.O. Box 196300
Nashville, TN 37219
Tel: (615) 862-6341
Fax: (615) 862-6352

Notices and demands shall be deemed given and served upon receipt or refusal. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith.

Section 18. Non-Discrimination. Lessee shall not discriminate on the basis of race, color, political, or religious opinion or affiliation, creed, age, physical or mental handicap, sex, marital status, ancestry, national origin, or sexual preference/orientation. Lessee shall comply with all applicable laws pertaining to discrimination in employment, unlawful employment practices, and affirmative action.

Section 19. Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability, or effect of the remaining provisions of this Lease.

Section 20. Governing Law; Consent to Jurisdiction. This Lease shall be governed by and construed in accordance with the laws of the State of Tennessee. The parties hereby agree that any suit, action or proceeding may be instituted with respect to this Lease in any federal or state court in Davidson County, Tennessee. The parties hereby consent to *in personam* jurisdiction of such courts and irrevocably wave any objection and any right of immunity on the ground of venue, the convenience of forum, or the jurisdiction of such courts, or from the execution of judgments resulting therefrom.

Section 21. Exhibits. Lessor and the Lessee hereby acknowledge and agree that all exhibits referenced in this Lease are attached hereto and incorporated herein by reference.

Section 22. Captions. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease.

Section 23. Entire Agreement. This Lease and the referenced Exhibits hereto, each of which is incorporated herein, constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Lease. This Lease integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

[Remainder of Page Intentionally Left Blank]

In Witness Whereof, the parties have executed this Lease as of the date and year set forth above.

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

Director, Metropolitan Board of Parks and
Recreation

ATTEST BY:

Secretary

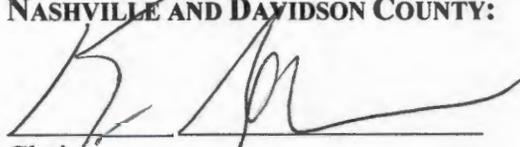
APPROVE AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

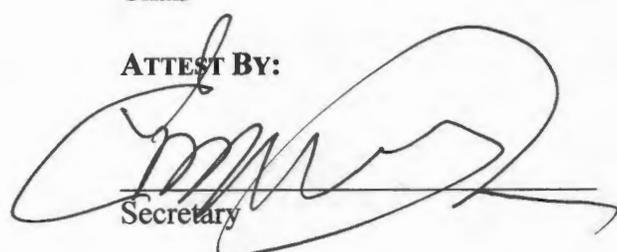
Metropolitan Attorney

**THE SPORTS AUTHORITY OF THE
METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:**



Chair

ATTEST BY:



Secretary

Premises Description

Exhibit A

LOSE DESIGN

SPACES FOR LIFE

BELLEVUE COMMUNITY CENTER AND PREDS ICE CENTER

METRO GENERAL SERVICES

TENNESSEE

IRIGATION PLAN SHEET INDEX

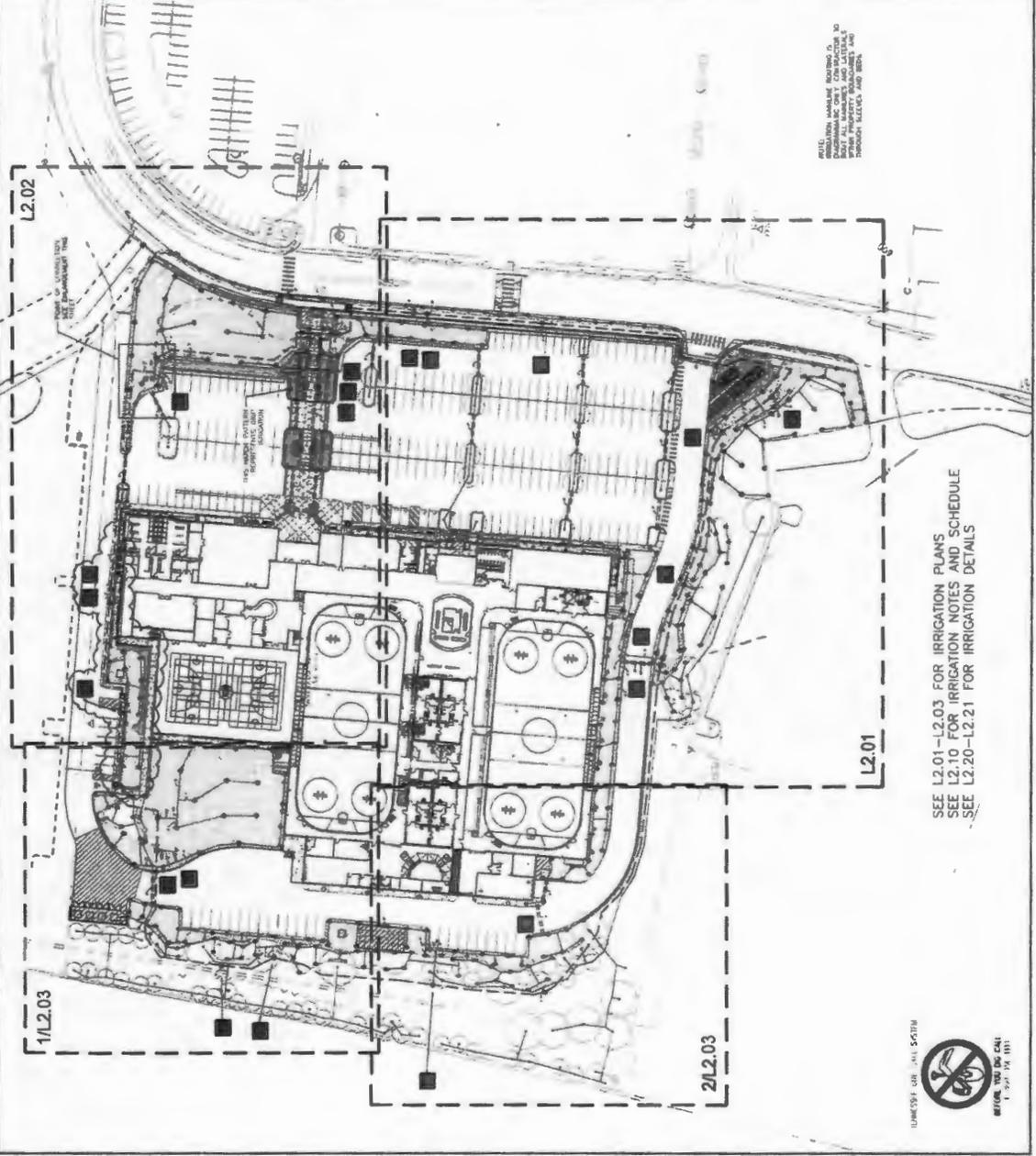
L2.00

POC ENLARGEMENT
1" = 10' 0"

SEE ENLARGEMENT ON NEXT SHEET FOR MORE DETAILS

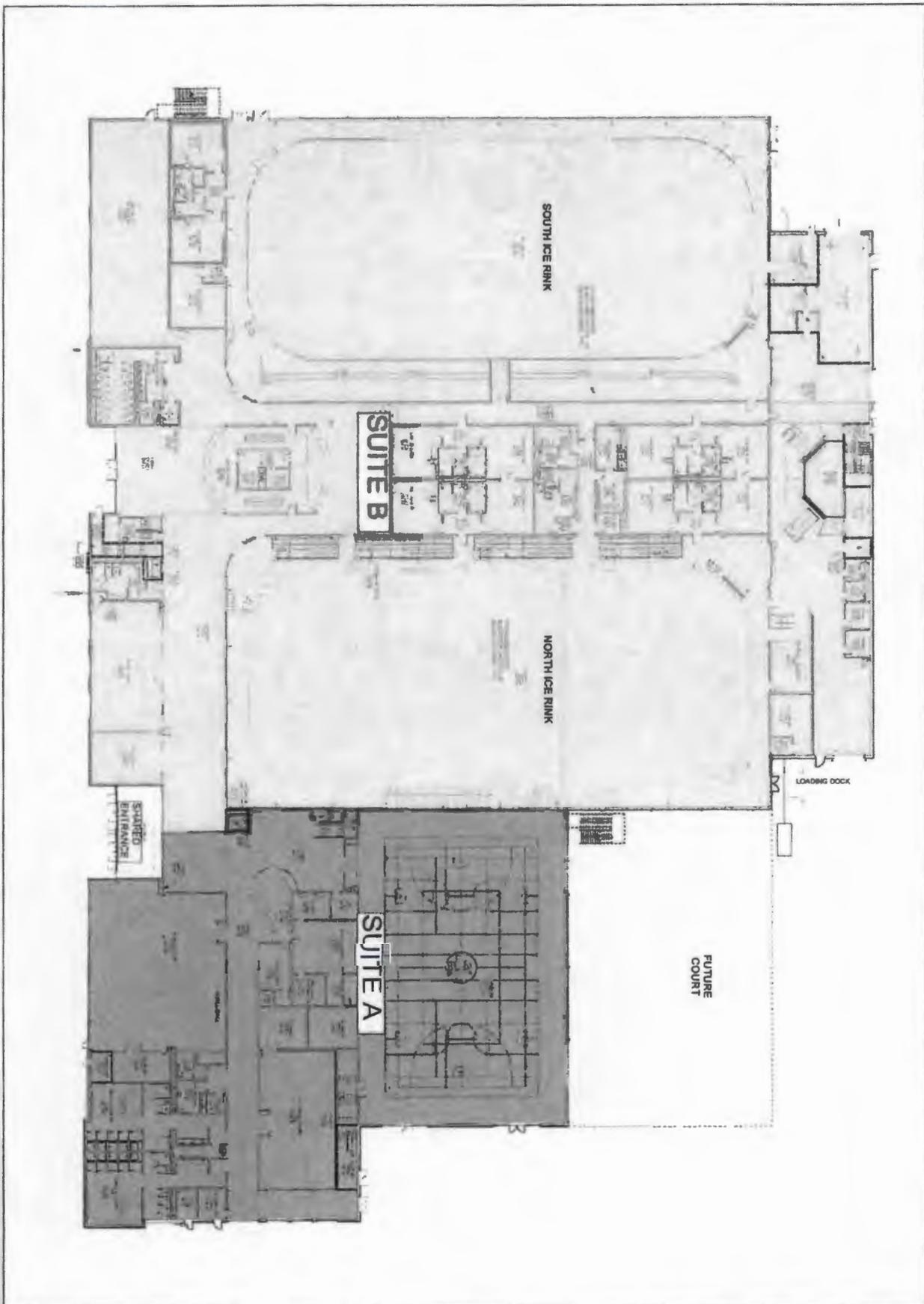
LIABILITY STATEMENT:

THE SERVICE OF THIS PROFESSIONAL PLAN IS PROVIDED AS AN INDEPENDENT PROFESSIONAL SERVICE. IT IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED TO THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICE PROVIDED. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE CONSTRUCTION OF THE PROJECT OR FOR THE PERFORMANCE OF THE PROJECT.



UNLESS OTHERWISE NOTED, IS TO BE INSTALLED THROUGH BELLEVUE AND BIRN.

UNLESS OTHERWISE NOTED, IS TO BE INSTALLED THROUGH BELLEVUE AND BIRN.



BELLEVUE COMMUNITY CENTER
AND PREDS ICE CENTER

PREPARED FOR
METRO GENERAL SERVICES
NASHVILLE TENNESSEE



LOSE
DESIGN
SPACES FOR LIFE

A2.1.

DATE: 05/14/14
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: 1/8" = 1'-0"

OVERALL FIRST FLOOR PLAN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/14/14
2	ISSUED FOR CONSTRUCTION	05/14/14