

RESOLUTION NO. 29541

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A THIRD AMENDMENT TO LEASE WITH EAST NOOGA, LLC, IN SUBSTANTIALLY THE FORM ATTACHED, FOR APPROXIMATELY ELEVEN THOUSAND FOUR HUNDRED FIVE (11,405) SQUARE FEET OF SENIOR ACTIVITY MEETING SPACE IN A PORTION OF EASTGATE TOWN CENTER AT 5600 BRAINERD ROAD FOR AN ADDITIONAL TERM OF ONE (1) YEAR FOR THE AMOUNT OF SIX THOUSAND ONE HUNDRED FIFTY-EIGHT AND 70/100 DOLLARS (\$6,158.70) PER MONTH, FOR A TOTAL AMOUNT OF SEVENTY-THREE THOUSAND NINE HUNDRED FOUR AND 40/100 DOLLARS (\$73,904.40) PER YEAR.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Mayor is hereby authorized to execute a Third Amendment to Lease with East Nooga, LLC, in substantially the form attached, for approximately 11,405 square feet of senior activity meeting space in a portion of Eastgate Town Center at 5600 Brainerd Road for an additional term of one (1) year for the amount of \$6,158.70 per month, for a total amount of \$73,904.40 per year.

ADOPTED: July 17, 2018

/mem

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease (“Third Amendment”) is made and entered into as of the _____ day of _____ 2018, by and between East Nooga, LLC, a Delaware limited liability company, formerly known as Eastgate Town Center, LLC (“Landlord”) and the City of Chattanooga, a Tennessee municipal corporation (“Tenant”) (collectively, the Parties). The Parties agree as follows:

RECITALS

- A. The Parties entered into a Lease Agreement dated April 2, 2012 (the “Lease”) as amended by First Amendment to the Lease dated August 5, 2014 and further amended by Second Amendment to Lease dated July 8, 2015.
- B. The Parties now wish to further amend the Agreement as provided herein.

AMENDMENT

- 1. All references to Tenant as “City of Chattanooga Department of Education, Arts & Culture or “City of Chattanooga’s Senior Center” in the Lease, as amended, shall be deleted and replaced with “City of Chattanooga.”
- 2. The term of the Lease shall be extended for twelve months beginning August 1, 2018 and continuing through July 31, 2019.
- 3. The Tenant shall be responsible for paying the following monthly operating expenses:

<u>Extension Period</u>	<u>Monthly</u>	<u>PSF</u>
8/1/18 through 7/31/19	\$6,158.70	.54

- 4. Landlord and Tenant shall each retain its right to terminate the Lease for any reason by providing written notice to the other party sixty (60) days prior to the termination.
- 5. Paragraph 13 of the Lease is hereby deleted in its entirety and replaced with the following:

Third-Party Claims. Subject to the provisions of T.C.A. sections 29-20-101 *et seq.*, Tenant shall defend and, if found liable, be responsible for paying damages arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by Tenant on the Premises, excepting any such injury, damage or loss caused, in whole or part, by the negligence or fault of the Landlord.

- 6. Paragraphs 3 and 4 of the First Amendment and paragraph 3 of the Second Amendment are deleted in their entirety and replaced with the following:

Noise: Tenant will not make or permit excessive noise in the leased space which may be heard outside of the leased space thereby creating a nuisance for other tenants or Landlord at Eastgate Center. Landlord will document and notify Tenant of any complaints and request of Tenant to make reasonable efforts to control any excessive noise. If Tenant fails to control excessive noise on two separate documented and notified occasions, the Tenant is in violation of the lease agreement. If the lease agreement is violated due to excessive noise then the Landlord reserves the right to charge the Tenant a penalty of \$500 and/or terminate the lease by providing written notice to the Tenant five (5) days prior to the termination, the decision of which is the sole right of the Landlord.

NO OTHER AMENDMENTS

Except as expressly amended herein, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the day and year first above written.

CITY OF CHATTANOOGA

EAST NOOGA, LLC

By: _____

By: _____

ANDY BERKE, Mayor

Title: _____