

RESOLUTION NO. 29949

A RESOLUTION AMENDING RESOLUTION NO. 29876 REGARDING THE LEASE AGREEMENT WITH DARDENELLE LONG, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF THE BAR ON THE BROWN ACRES GOLF COURSE PROPERTY FOR THE KEEPING OF ANIMALS AS CONSISTENT WITH ZONING, WITH A RENTAL RATE OF TWO HUNDRED DOLLARS (\$200.00) PER MONTH FOR A TERM OF ONE (1) YEAR, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby amending Resolution No. 29876 regarding the Lease Agreement with Dardenelle Long, in substantially the form attached, for the use of the barn on the Brown Acres golf course property for the keeping of animals as consistent with zoning, with a rental rate of \$200.00 per month for a term of one (1) year, with the option to renew for three (3) additional terms of one (1) year each.

ADOPTED: June 18, 2019

/mem

**AMENDMENT TO
LEASE AGREEMENT**

This First Amendment to Lease Agreement (the "First Amendment") is made and entered into as of the ___ day of _____, 2019, by and between the City of Chattanooga ("Lessor") and Dardenelle Long ("Lessee") (Lessor and Lessee are collectively referred to as the Parties). The Parties agree as follows:

RECITALS

- A. Lessor and Lessee entered into that certain Lease Agreement dated April 22, 2019 (the "Lease").
- B. The Parties now desire to amend the Lease as provided herein.

AMENDMENT

Paragraph 1 of the Lease is hereby deleted in its entirety and replaced with the following:

- 1. TERM. The initial term of this Lease shall be for a period of one (1) year commencing on April 1, 2019 and ending March 30, 2020. Lessor and/or Lessee may terminate this Lease at any time during its term upon providing sixty (60) days written notice to the other party of the intent to terminate. This agreement shall not renew automatically, but may be renewed for three (3) one-year terms upon mutual agreement of the parties. Lessee acknowledges that she is not entitled to any compensation in the event Lessor exercises its right to terminate this lease, except for the return of any movable furniture, fixtures and equipment purchased or provided by Lessee as allowed by Paragraph 5 herein.

NO OTHER AMENDMENTS

Except as expressly amended herein, the Lease remains in full force and effect.

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

LESSOR

LESSEE

CITY OF CHATTANOOGA

By: Andy Berke, Mayor

Dardenelle Long

Handwritten initials 'UKM' in a circle, located in the bottom right corner of the page.