

RESOLUTION NO. 32285

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO AMENDMENT NUMBER 2 TO LEASE WITH THE UNIVERSITY OF TENNESSEE AT CHATTANOOGA, IN SUBSTANTIALLY THE FORM ATTACHED, TO EXTEND THE TERM OF THE LEASE FOR THE USE OF THE INDOOR SOFTBALL FACILITY AT 301 N. HOLTZCLAW AVENUE, ON A PORTION OF TAX MAP NO. 146G-A-001 TO THE DATE OF OCTOBER 31, 2026.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor or his designee to enter into Amendment Number 2 to Lease with the University of Tennessee at Chattanooga, in substantially the form attached, to extend the term of the lease for the use of the indoor softball facility at 301 N. Holtzclaw Avenue, on a portion of Tax Map No. 146G-A-001 to the date of October 31, 2026.

ADOPTED: October 29, 2024

/mem

**AMENDMENT NUMBER 2 TO LEASE AGREEMENT**

This is Amendment Number 2 to the agreement between **THE UNIVERSITY OF TENNESSEE** ("Lessee"), an instrumentality of the State of Tennessee, for and on behalf of The University of Tennessee at Chattanooga and its Athletics Department, and **THE CITY OF CHATTANOOGA** ("Lessor"), for the lease of a portion of property located at 301 N. Holtzclaw Avenue, Chattanooga, Tennessee that commenced on February 16, 2021 (the "Lease Agreement"). In consideration of the covenants contained in this Amendment Number 2, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

**SECTION 5** of the Lease Agreement is amended by deleting the current language in its entirety and substituting the following language:

SECTION 5. Term. The term of this Lease shall commence on February 16, 2021 (the "Commencement Date"), and shall expire on October 31, 2026. Either party may terminate this Lease at any time upon giving the other party written notice of its intention to terminate, and the notice shall be received at least sixty (60) days prior to the termination date.

Except as revised by this Amendment Number 2, the Lease Agreement remains in full force and effect.

**THE UNIVERSITY OF TENNESSEE**

**THE CITY OF CHATTANOOGA**

By: \_\_\_\_\_  
P. BRENT GOLDBERG  
Vice Chancellor for Finance and  
Administration  
University of Tennessee at Chattanooga

\_\_\_\_\_  
RICHARD J. BEELAND  
Administrator of Economic Development

Date: \_\_\_\_\_

Date: \_\_\_\_\_