

RESOLUTION NO. 32404

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A PARKING AGREEMENT WITH THE AMERICAN HEART ASSOCIATION, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE CONTINUED USE OF THE SURFACE PARKING LOT LOCATED AT 515 E. 4TH STREET, FURTHER IDENTIFIED AS TAX MAP NUMBER 135M-J-002, AND LOCATED ADJACENT TO THE AMERICAN HEART ASSOCIATION PROPERTY AT 519 E. 4TH STREET, FOR AN INITIAL TERM OF ONE YEAR WITH THE OPTION TO RENEW FOR THREE ADDITIONAL TERMS OF ONE YEAR EACH AT THE CONSIDERATION OF TEN DOLLARS (\$10.00) AND THE ASSUMPTION OF ALL LANDSCAPING AND GROUNDS MAINTENANCE OF THE LEASED PREMISES.

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 a Parking Agreement with the American Heart Association, Inc., in substantially the form attached, for the continued use of the surface parking lot located at 515 E. 4th Street, further identified as Tax Map Number 135M-J-002, and located adjacent to the American Heart Association property at 519 E. 4th Street, for an initial term of one year with the option to renew for three additional terms of one year each at the consideration of ten dollars (\$10.00) and the assumption of all landscaping and grounds maintenance of the Leased Premises.

ADOPTED: February 18, 2025

/mem

PARKING AGREEMENT

THIS PARKING AGREEMENT (this “**Agreement**”) is made this ____ day of _____, 2025 (the “**Effective Date**”), by and between the City of Chattanooga, a Tennessee municipal corporation (“**Lessor**”) and the American Heart Association, Inc, a Tennessee nonprofit corporation (“**Lessee**”).

W I T N E S S E T H:

WHEREAS, The City of Chattanooga, Tennessee (the “**City**”) owns that certain real property bearing tax map/parcel number of 135M-J-002, and which is more particularly depicted on Exhibit A, attached hereto and incorporated herein; (the “**Leased Premises**”)

WHEREAS, Lessor desires to grant to Lessee certain parking rights with respect to the Leased Premises pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) paid to Lessor by Lessee and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. The term of this Agreement shall commence on the Effective Date, shall be for an initial term of one (1) year (“**Initial Term**”) and may be renewed by mutual written agreement of the parties for three (3) additional one (1) year periods (each, a “**Renewal Term**”). 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.

2. Lessee shall, during the term of this Agreement, pay to Lessor the net annual rent of One Dollar (\$1.00) per year with the first annual payment due on the Effective Date of this Lease and subsequent annual payments due on the anniversary date of the Effective Date of this Agreement.

3. Subject to the terms and conditions of this Agreement, Lessor does hereby grant to Lessee, its tenants and subtenants, and the officers, agents, employees, customers, invitees, licensees, contractors, vendors, patrons, successors and assigns of each of them, the nonexclusive right to park passenger vehicles in the public parking spaces situated on the Leased Premises, as the same may exist from time to time, at the rate(s) that may be from time to time charged by Lessor (or its management company) to the public, together with the nonexclusive right of vehicular and pedestrian ingress and egress on, over, across and through the Leased Premises, all of the foregoing subject to Lessor’s right to temporarily restrict public access to all or any portion of the Leased Premises no more than sixty (60) days per calendar year for special events.

4. During the term of this Agreement and any Renewal Term, Lessee shall be responsible for all landscaping and grounds maintenance of the Leased Premises.

5. Lessee will indemnify, hold harmless and defend Lessor from and against any and all claims, demands, costs, damages, reasonable attorneys’ fees and other liability for personal injury or property damage (collectively, a “**Claim**”) arising out of use by Lessee, its tenants or subtenants, or the officers, agents, employees, customers, invitees, licensees, contractors, vendors, patrons, successors and assigns of any of them, of the Leased Premises; provided, however, the foregoing obligations to indemnify, hold harmless and defend shall not be applicable in the event that any Claim was caused by the negligence or willful misconduct of any Sublessor, its tenants or subtenants, or the officers, agents, employees,

customers, invitees, licensees, contractors, vendors, patrons, successors and assigns of any of them. This indemnification provision shall survive the expiration or termination of this Agreement.

6. Each of the parties represents and warrants to the other parties, which representations and warranties shall survive the execution and delivery of this Agreement, as follows:

(a) such party has the requisite power and authority to enter into and perform the obligations under this Agreement;

(b) the execution and delivery by such party of this Agreement and the performance by such party of all of its obligations under this Agreement have all been duly authorized and approved prior to the date hereof by all appropriate action of such party;

(c) the execution, delivery and performance by such party of this Agreement does not constitute or result in a breach or violation of, or a default under, the organizational documents of such party or any legal requirement applicable to such party; and

(d) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7. This Agreement may be amended or modified only by a written agreement executed and delivered by all parties hereto. Any agreement on the part of any party to a waiver of any of the provisions of this Agreement shall be valid only if set forth in a written instrument signed on behalf of such party. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, without regard to its conflicts of laws rules. The parties hereby irrevocably submit to the exclusive venue and jurisdiction of the federal and state courts located in Hamilton County, Tennessee, for any suit, action or proceeding arising out of or relating to this Agreement or any related transaction between the parties. The parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which may now or hereafter be made to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

9. If one or more provisions of this Agreement are held to be unenforceable under applicable law, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Agreement, and any amendments hereto, to the extent signed and delivered by means of email with a scan attachment, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party shall raise the use of email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of email as a defense to the formation or enforceability of this Agreement, and each such party forever waives any such defense.

11. In the event of any legal action or other proceeding relating in any way to this Agreement, including the interpretation or enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding including any appellate proceedings, in addition to any other relief to which such party may be entitled.

12. The term "this Agreement" means this Parking Agreement, as the same may from time to time be amended, modified, supplemented or restated in accordance with the terms hereof. The headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. No party, nor its respective counsel, shall be deemed the drafter of this Agreement for purposes of construing or enforcing the provisions hereof, and all provisions of this Agreement shall be construed according to their fair meaning and not strictly for or against any party, and no presumption or burden of proof will arise favoring or disfavoring any person or entity by virtue of its authorship of any provision of this Agreement. Unless otherwise indicated to the contrary herein by the context or use thereof: (a) the words, "herein," "hereto," "hereof" and words of similar import refer to this Agreement as a whole, and not to any particular section, subsection paragraph, subparagraph or clause contained in this Agreement; (b) masculine gender shall also include the feminine and neutral genders, and vice versa; (c) words importing the singular shall also include the plural, and vice versa; (d) the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation"; (e) the words "party" or "parties" shall refer to parties to this Agreement; (f) all references to Sections are to Sections of this Agreement; (g) the word "or" is disjunctive but not necessarily exclusive; (h) the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form; (i) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time; (j) references to any person or entity include the successors and permitted assigns of that person or entity; (k) references from or through any date mean, unless otherwise specified, from and including or through and including, respectively; (l) the word "day" means calendar day; and (m) references to any laws are to such laws as amended, modified or supplemented from time to time.

[signatures on following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

AMERICAN HEART ASSOCIATION, INC.

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF FORSYTH)

Before me, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the _____ of the American Heart Association, Inc., the within named bargainer, and that he/she as such officer executed the foregoing instrument for the purposes therein contained by signing the name of the American Heart Association, Inc. by himself/herself as such officer.

WITNESS my hand and seal this _____ day of _____, 2025.

Notary Public

My commission expires:

CITY OF CHATTANOOGA

By: _____
Richard J. Beeland
Administrator of Economic Development

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, a Notary Public of the State and County aforesaid, personally appeared Richard J. Beeland, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Administrator of Economic Department for the City of Chattanooga, the within named bargainer, and that he as such administrator executed the foregoing instrument for the purposes therein contained by signing the name of the City of Chattanooga by himself as such officer.

WITNESS my hand and seal this _____ day of _____, 2025.

Notary Public

My commission expires:

EXHIBIT A

Legal Description of City/County Property

Being Lot 5 of "City Park at Carter Street, Lots 1 thru 5, Chattanooga, Hamilton County, Tennessee", a Final Plat of which is of record in Book P3 94, Page 98, Register's Office for Hamilton County, Tennessee.

EXHIBIT B

Legal Description of Wise Property

Being Lot 3 and Lot 4 of "City Park at Carter Street, Lots 1 thru 5, Chattanooga, Hamilton County, Tennessee", a Final Plat of which is of record in Book P3 94, Page 98, Register's Office for Hamilton County, Tennessee.