

RESOLUTION NO. 32481

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO A LEASE AGREEMENT WITH THE CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (CARTA), IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF THE PROPERTY AT 3937 ST. ELMO AVENUE, FURTHER IDENTIFIED AS TAX MAP NO. 155O-E-011, FOR USE AS A POP-UP PARK, FOR A TERM OF ONE (1) YEAR, WITH THE OPTION TO BE RENEWED FOR TWO (2) ADDITIONAL TERMS OF SIX (6) MONTHS EACH, AT THE RENT OF \$1.00 PER TERM.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into a Lease Agreement with the Chattanooga Area Regional Transportation Authority (CARTA), in substantially the form attached, for the use of the property at 3937 St. Elmo Avenue, further identified as Tax Map No. 155O-E-011, for use as a pop-up park, for a term of one (1) year, with the option to be renewed for two (2) additional terms of six (6) months each, at the rent of \$1.00 per term.

ADOPTED: April 29, 2025

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## **LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Lease") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the Chattanooga Area Regional Transportation Authority (hereinafter referred to as "Lessor"), and City of Chattanooga, Tennessee, a municipal corporation (hereinafter referred to as "Lessee").

### **RECITALS**

WHEREAS, Lessor is the owner of certain property located at 3937 St. Elmo Avenue, Chattanooga, Tennessee, as shown in Exhibit A;

WHEREAS, Lessor agrees to lease to Lessee the real property located at 3937 St. Elmo Avenue, Chattanooga, Tennessee, Tax Parcel Number 155O-E-011; and

NOW, THEREFORE, in consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations of the parties as set forth herein, the parties agree as follows:

SECTION 1. Leased Premises. Lessor leases to Lessee property located at real property located at 3937 St. Elmo Avenue, Chattanooga, Tennessee, Tax Parcel Number 155O-E-011 (the "Leased Premises").

SECTION 2. Use of the Leased Premises. It is expressly agreed to and understood by the parties that the Leased Premises shall be used as a pop-up park and that related park rules shall apply, including all those listed in Chapter 26 of Chattanooga City Ordinances.

SECTION 3. Term. The term of this Lease shall be for one calendar year commencing on the Effective Date, and shall not renew automatically, but may be renewed for two (2) additional six-month terms upon mutual agreement of the parties. Lessee shall give Lessor thirty (30) days' prior written notice of the intent to renew.

SECTION 4. Lease Payments. Lessee shall, during the term of this Lease, pay to Lessor rent in the amount of ONE AND NO/100 DOLLARS (\$1.00) per term to be paid prior to the start of each term.

SECTION 5. Improvements. Lessee is expressly permitted to install temporary skate ramps and equipment ("Improvements") on the Leased Premises. These Improvements shall remain the property of Lessee and be removed from the Leased Premises by Lessee at the end of the term as may be renewed or extended upon the terms and conditions herein contained.

SECTION 6. Quiet Possession. The Lessor covenants to keep the Lessee in quiet possession of the Leased Premises during the term of this Lease.

SECTION 7. Termination and Holding Over. Upon termination of this Lease, at the expiration of the term hereof or any extension thereof, Lessee shall surrender the Leased Premises to Lessor in as good condition as received, ordinary wear and tear and damage by fire or other casualty excepted. Lessee covenants to Lessor that it shall vacate the Leased Premises on or before thirty (30) days following the expiration of the term hereof or any extension thereof including removal of all Improvements and personal property. Any personal property of Lessee or Improvements which are not removed from the Leased Premises after termination of this Lease shall be deemed abandoned and may be disposed of by Lessor in any manner without accounting or being liable to Lessee.

SECTION 8. Insurance. The Lessee is a self-insured government entity. Lessee shall supply a copy of its certificate of self-insurance to Lessor upon request.

SECTION 9. Indemnity. Subject to the provisions of the Tennessee Governmental Tort Liability Act, T.C.A. § 29-20-101 *et seq.* ("TGTLA"), Lessee shall defend, and if found liable, be responsible for paying damages, subject to the limits of liability pursuant to the TGTLA, arising from third party claims, suits, liabilities and judgments for personal injuries or damage to property or financial loss, caused by the negligent acts or omissions of its employees arising out of this Agreement, excepting to the extent any such injury, damage or loss is caused, in whole or part, by the negligence or fault of Lessor.

SECTION 10. Assignment or Sublease. Lessee shall neither assign nor transfer this Lease or any interest herein nor sublease the Leased Premises or any part thereof to anyone during the term of this Lease or any extensions or holdovers.

SECTION 11. Discrimination. Lessee covenants to comply with all federal, county, and city laws and ordinances in regard to discrimination due to handicap, age, race, color, religion, sex, national origin, or any other classification protected by said laws.

SECTION 12. No Warranties. Lessee takes and accepts the Leased Premises from Lessor "AS IS," that is at its condition as of the Commencement Date of this Lease, upon the terms and conditions herein contained.

SECTION 13. Contractor. Lessee may, at its discretion, hire a contractor or vendor to perform or manage portions of its operations on the Leased Premises. Any such contractor shall be required to provide proof of insurance and indemnification to Lessor and Lessee.

SECTION 14. Laws and Ordinances. Lessee covenants to comply with all state, county, and city laws and ordinances, including those regarding nuisances insofar as the Leased Premises are concerned.

SECTION 15. Possession. If this Lease should at any time become void or forfeited, no demand shall be necessary to a recovery of possession of the Leased Premises, and the Lessor shall be entitled to immediate possession.

SECTION 16. Right to Enter. The Lessor shall have the right to enter into and upon said Leased Premises or any part thereof, at all reasonable hours for the purpose of examining the same,

or making such repairs, additions, or alterations as may be necessary for the safety, comfort, and preservation thereof.

SECTION 17. Remedies. The parties' remedies hereunder are not exclusive but cumulative to other remedies provided by law or in equity in the event of default.

SECTION 18. Surrender of Leased Premises on Termination. Lessee shall peaceably deliver possession of the Leased Premises to Lessor on the date of expiration or termination of this Lease, whatever the reason for termination. Lessor shall have the right to re-enter and take possession of the Leased Premises on the date termination becomes effective without further notice of any kind and without instituting summary or regular legal proceedings.

SECTION 19. Termination. Either party may terminate this Lease without breach or cause with thirty (30) days written notice. In the event either party seeks to terminate this Lease for breach or cause, the other party shall have seven (7) days in which to cure the breach or cause.

SECTION 20. No Waiver. Any waiver by the parties of any default or breach of any one or more of the terms, conditions, or covenants of this Lease shall be in writing and shall not be construed to be a waiver of any subsequent or other breach or default of the same or of any other term, covenant, or condition of this Lease. No delay, failure, or omission of Lessor to re-enter the Leased Premises, to insist on strict enforcement of any term, covenant, or condition, or to exercise any right, privilege or option arising from any breach or default shall impair any such right, privilege or option or be construed as a waiver of or acquiescence in such breach or default.

SECTION 21. Force Majeure. Lessor shall be excused for the period of any delay in the performance of any obligation hereunder when prevented by doing so by cause or causes beyond Lessor's control which shall include, without limitation, epidemics, pandemics, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, or financing or through acts of God.

SECTION 22. Notices. All notices and other communications given hereunder by the parties shall be in writing and shall be delivered personally or by mail, postage prepaid, and the date of any notice by certified mail shall be deemed the date of certification thereof delivered by or addressed to the parties as follows:

**Lessor:** Chattanooga Area Regional Transportation Authority  
Attn: Brent Matthews, Director of Parking and Facilities  
1617 Wilcox Boulevard  
Chattanooga, TN 37406

**With a copy to:** Miller & Martin PLLC  
Attn: Rachael W. Ruiz  
Volunteer Building, Suite 1200  
832 Georgia Avenue  
Chattanooga, TN 37402

**Lessee:** City of Chattanooga, Tennessee  
Attn: Real Property Office  
101 E. 11th Street, Suite G18  
Chattanooga, TN 37402

**With a copy to:** City Attorney  
100 E. 11th Street, Suite 200  
City Hall Annex  
Chattanooga, TN 37402

SECTION 23. Applicable Law. This Lease shall be construed and interpreted pursuant to the laws of the State of Tennessee. Should there be any provision thereof to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the legality, validity, and enforcement of the remaining provisions shall not be affected but shall continue in full force and effect. Any disputes between the parties and/or default by Lessee may only be submitted to a court of competent jurisdiction in Hamilton County, Tennessee, and the prevailing party shall be entitled to recover all costs, expenses, and legal fees in defending such legal action.

SECTION 24. Entire Agreement. This Lease represents and constitutes the entire understanding between the parties and supersedes all other leases, agreements, and communications between the parties, whether oral or written, concerning the subject matter herein. Any amendment to this Lease must be in writing and adopted by lawful resolution of the respective governing bodies to be bound thereby.

SECTION 25. Binding Effect. The terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 26. Headings. Section headings are for convenience of reference only and shall not limit or otherwise affect the meanings of this Lease.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

**LESSOR:**

**CHATTANOOGA AREA REGIONAL  
TRANSPORTATION AUTHORITY**

BY: \_\_\_\_\_  
Charles D. Frazier, CEO

**LESSEE:**

**CITY OF CHATTANOOGA, TENNESSEE**

BY: \_\_\_\_\_  
Richard J. Beeland,  
Administrator of Economic Development

**City of Chattanooga**

**Human Resources Department**

**Tim Kelly, Mayor**

# Hamilton County, Tennessee

## Unofficial Property Card

Location	Property Account Number	Parcel ID
<b>3937 ST ELMO AVE</b>	<b>89232</b>	<b>1550 E 011</b>
Property Type	Land Use	District
<b>02</b>	<b>640</b>	<b>CITY</b>

### Current Property Mailing Address

Owner **CARTA**City **CHATTANOOGA**State **TN**Address **1617 WILCOX BLVD**Zip **37406**

### Current Property Sales Information

Sale Date **5/1/1973**Legal Reference **2106-0011**Sale Price **\$0**Grantor(Seller) **N/A**

### Current Property Assessment

Building Value **\$0**Xtra Features Value **\$0**Land Value **\$30,200**Total Value **\$30,200**Assessed Value **\$0**

### Narrative Description

This property is classified as **EXEMPT** with a(n) **N/A** style structure on this card, built about with **0** square feet. Total square footage for all structures on this property is **0**.

### Land Description

The total land area of this property is (1 acres).

### Legal Description

LT 2 & PT 1 ELISHA KIRKLINS LOT 4 PB6 PG25

### Property Images

# EXHIBIT A

## Leased Premises



# GISMO 5



## Legend

Address Labels

□ Parcels

0 50.00 100.0 Feet  
NAD\_1983\_StatePlane\_Tennessee\_FIPS\_4100\_Feet  
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