

RESOLUTION 15-38

A RESOLUTION TO AUTHORIZE AN ADDITIONAL TWO-YEAR OPTION LEASE AGREEMENT OF OFFICE SPACE FOR THE SPRING HILL POLICE DEPARTMENT

WHEREAS, the Spring Hill Police Department is leasing office space at 3636-A Royal Park Blvd; and

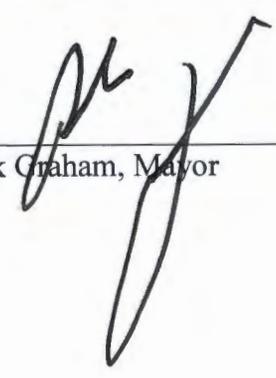
WHEREAS, the present Lease Agreement was entered into on February 1, 2012, through January 31, 2015, with an option to lease an additional two years beginning on February 1, 2015, through January 31, 2017; and

WHEREAS, the City of Spring Hill exercised its option for an additional two year Lease Agreement through January 31, 2017; and

WHEREAS, the City of Spring Hill has the option per the landowner to renew the Lease Agreement of property located at 3636-A Royal Park Boulevard for an additional two (2) years over and above the current two (2) year option period, as a short-term solution; and

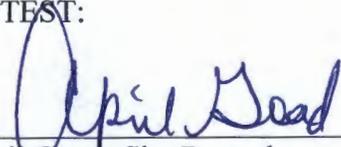
NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorize the lease of a portion of the Ryder property and facilities at a cost of \$4,500.00 per month until January 31, 2019, pursuant to the Lease Modification and Extension Agreement attached and incorporated at Exhibit A hereto, as recommended by Staff and the Budget Finance Advisory Committee on May 4, 2015.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on May 18, 2015.



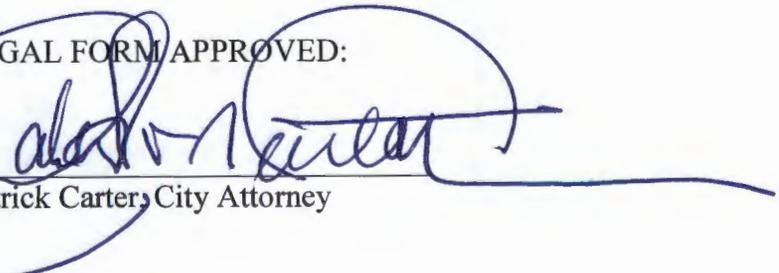
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

LEASE MODIFICATION AND EXTENSION AGREEMENT

This Lease Modification and Extension Agreement (the "Agreement") dated May _____, 2015, is made by and between the City of Spring Hill, Tennessee (the "City" or alternately the "Lessee") and Fred H. Gillham, Sr. ("Mr. Gillham" or alternatively the "Lessee").

WITNESSETH:

WHEREAS, the City has leased a portion of a building owned by Mr. Gillham located at 3636-A Royal Park Boulevard for use by the City's Police Department for office and clerical space pursuant to a written Lease dated February 1, 2012, and attached hereto as Exhibit A (the "Original Lease"), which was extended for a two (2) year period beginning on February 1, 2015, and ending on January 31, 2017; and

WHEREAS, it is the intention of the Parties to grant the City an additional option to extend the Original Lease; and

WHEREAS, it is also the intention of the Parties to correct certain scrivener's and/or typographical errors and clarify ambiguities that have become apparent in the Original Lease and the extension thereof.

NOW, THEREFORE, in consideration of the premises and recitals hereinabove set forth, which are incorporated herein by reference, other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and the mutual covenants contained herein, the Parties hereto agree as follows:

1. The Parties acknowledge and note that the Original Lease was misnumbered with Paragraph 3. being left out altogether. This was not corrected in the first extension thereof.

2. Paragraph 9 of the Original Lease contains a scrivener's and/or typographical error when it states "within sixty (90) days". The Parties hereto agree that the desired and agreed upon time period is ninety (90) days not sixty (60) days.

3. In addition to the language already in Paragraph 9 of the Original Lease and the first extension thereof, the following sentence shall be added thereto at the end of the existing Paragraph 9: "Lessor shall notify Lessee in writing if Lessor assigns his interest in the Lease to any other party."

4. The Parties acknowledge that Exhibit A, which is referenced in Paragraph 22 of the Original Lease and the first extension thereof, was not in fact attached to the Original Lease and the first extension thereof and has not and shall not have any legal effect in regards to the Original Lease, the first extension thereof, or this Modification and Extension.

5. The Parties agree to extend the existing Original Lease, already extended once, as herein modified for an additional two (2) year period beginning February 1, 2017, and ending January 31, 2019. The rental rate for the extension of the Original Lease is \$4,500.00 per month.

6. If the City chooses to vacate the premises prior to the expiration of the current Lease extension or the second Lease extension provided herein, Lessee shall be obligated to give ninety (90) days' written notice to Lessor and shall be required to pay an early termination fee of fifty percent (50%) of the remaining rental payment due pursuant to the Lease and extensions thereof.

7. All other terms of the Original Lease not modified herein are expressly reaffirmed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names as of the day first written above.

FRED H. GILLHAM, SR.

CITY OF SPRING HILL, TENNESSEE

By: _____