

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDED LEASE AGREEMENT WITH MARINEMAX EAST, INC., IN SUBSTANTIALLY THE SAME FORM AS ATTACHED, INCLUSIVE OF EXTENDING THE ORIGINAL AGREEMENT FOR FIVE (5) YEARS, WITH A TERMINATION DATE OF APRIL 30, 2020.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, it is hereby authorizing the Mayor to enter into an Amended Lease Agreement with MarineMax East, Inc., in substantially the same form as attached, inclusive of extending the original Agreement for five (5) years, with a termination date of April 30, 2020.

ADOPTED: \_\_\_\_\_, 2015

/mem

# City of Chattanooga



## Resolution/Ordinance Request Form

Date Prepared: March 27, 2015

Preparer: Lee Norris

Department: Public Works

Brief Description of Purpose for Resolution/Ordinance: \_\_\_\_\_ Res./Ord. # \_\_\_\_\_ Council District # 7

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE ORIGINAL LEASE AGREEMENT OF DECEMBER 20, 2010 WITH MARINEMAX EAST, INC., IN SUBSTANTIALLY THE FORM ATTACHED, INCLUSIVE OF EXTENDING THE ORIGINAL AGREEMENT FOR FIVE YEARS WITH A TERMINATION DATE OF APRIL 30, 2020.

|                                       |                             |   |            |
|---------------------------------------|-----------------------------|---|------------|
| Name of Vendor/Contractor/Grant, etc. | <u>MarineMax East, Inc.</u> | New Contract/Project? (Yes or No)       | <u>NO</u>  |
| Total project cost \$                 | <u>N/A</u>                  | Funds Budgeted? (YES or NO)             | <u>N/A</u> |
| Total City of Chattanooga Portion \$  | <u>N/A</u>                  | Provide Fund                            | <u>N/A</u> |
| City Amount Funded \$                 | <u>N/A</u>                  | Provide Cost Center                     | <u>N/A</u> |
| New City Funding Required \$          | <u>N/A</u>                  | Proposed Funding Source if not budgeted | <u>N/A</u> |
| City's Match Percentage %             | <u>N/A</u>                  | Grant Period (if applicable)            | <u>N/A</u> |

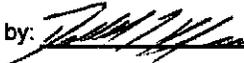
List all other funding sources and amount for each contributor.

| Amount(s) | Grantor(s) |
|-----------|------------|
| \$ _____  | _____      |
| \$ _____  | _____      |
| \$ _____  | _____      |

Agency Grant Number \_\_\_\_\_

CFDA Number if known \_\_\_\_\_

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

Approved by: 

Reviewed by: FINANCE OFFICE

DESIGNATED OFFICIAL/ADMINISTRATOR

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

## LEASE AMENDMENT

THIS LEASE AMENDMENT AGREEMENT (hereinafter referred to as the "Amended Lease") is made between the City of Chattanooga, Tennessee, a municipal corporation (hereinafter referred to as the "City" or "Lessor"), and MARINEMAX EAST, INC., a Delaware Corporation (hereinafter referred to as "Tenant").

### RECITALS

WHEREAS, the parties executed a Lease Agreement dated December 20, 2010 (the "Original Lease") for the premises which are known as Ross's Landing Marina, the A-frame concession building, the marina operations, the loading ramps, the dock area proper, and the connecting sidewalks and grass plots together with the easements of ingress and egress necessary and adequate for the conduct of Tenant's business as described on Exhibit "A" of the Original Lease Agreement together with all current marina slips or appurtenant thereto (the "Premises"); and,

WHEREAS the Term of the Lease is scheduled to expire on April 30, 2015. Tenant desires to exercise the right to lease the Premises for a "Renewal Term" as set forth in the Original Lease Agreement under the same terms and conditions, except as set forth in this Amended Lease Agreement.

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:

1. **Term.** The Term is hereby extended to and including April 30, 2020, which shall now be the termination date.
2. **Premises.** Exhibit "A" of the Original Lease is deleted in its entirety and replaced with the attached Exhibit "A-1" which now includes the descriptions and definition for the "MarineMax Marina Dock".

3. **Maintenance and Repairs.** Subject to City's warranty in Paragraph 10 and City's obligations in Paragraph 11 of the Original Lease, Tenant, at its own expense, shall maintain in good order and repair the following:

A. **Exterior:**

- i. MarineMax Marina Dock (as herein defined on Exhibit "A-1") and all components of the dock
- ii. Plumbing and electrical on the MarineMax Marina Dock
- iii. Signage

B. **Interior:** (of the existing A-frame marina building only)

- i. Painting and wallcovering repairs and replacements
- ii. Routine plumbing repairs
- iii. Routine electrical repairs
- iv. Routine heating, cooling and refrigeration maintenance and repairs
- v. Floor covering repairs and replacements
- vi. Glass repair and replacement
- g. Interior doors

4. **Exhibit "B".** Paragraphs 4. Restrooms and Showers and Paragraph 5. Marina Security of Exhibit "B" of the Original Lease are hereby deleted in their entirety and replaced with the following:

**5. Restrooms and Showers:**

Tenant agrees to provide access to the restroom facilities adjacent to the A-Frame building each day during normal business operating hours for general public and ensure the area is kept clean and sanitary.

**6. Marina Security:**

Tenant agrees to provide, at its sole cost and expense, a 24 hour security system for the Premises. The system will included gates and any other devices and technology as needed to prevent unauthorized access to the Premises. City will provide regular patrols by Park Rangers as deemed necessary and will provide outside security services as mutually agreed upon.

6. **Exhibit "C" - Marina and Waterfront Management Agreement.** The Term of the Agreement is hereby extended to and including April 30, 2020, which shall now be the termination date. Exhibits "F" & "E" are deleted in their entirety and replaced with the attached Exhibits "F-1" and "E-1".

7. **Notices.** Notices to the Tenant shall be sent as follows:

to Tenant: Director of Real Estate  
MarineMax East, Inc.  
2600 McCormick Drive, Suite 200  
Clearwater, FL 33759  
(727) 531-1700  
(727) 524-3954

with copy to: General Counsel  
MarineMax, Inc.  
2600 McCormick Drive, Suite 200  
Clearwater, FL 33759  
(727) 531-1700  
(727) 524-3954

8. **Original Lease.** Except as and to the extent modified by this Amended Lease, all of the terms, conditions and provisions of the Original Lease shall, in all respects, remain unmodified and unchanged and are hereby reaffirmed, ratified and confirmed and shall remain in full force and effect.

9. **Conflict or Inconsistency.** In the event of any conflict or inconsistency between the terms of this Amended Lease and the terms of the Original Lease, the terms of this Amended Lease shall prevail.

10. **Binding Effect.** The provisions of this Amended Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, personal representatives and assigns. This Amended Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

11. **Entire Agreement.** Other than the Original Lease, there are no other agreements between the parties with respect to the matters covered by this Amended Lease, and any prior agreements with respect to such matters are superseded, except to the extent any provision of this Amended Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

**CITY of CHATTANOOGA**  
**Chattanooga, Tennessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TENANT:**  
MarineMax East, Inc.,  
a Delaware Corporation

By: \_\_\_\_\_

Name: Michael H. McLamb Its: President, Secretary and Treasurer