

AGREEMENT REGARDING TOM LEE PARK DESIGN

THIS AGREEMENT ("Agreement") is entered into by and between the City of Memphis, Tennessee ("City"), Memphis in May International Festival ("MIM"), and Memphis River Parks Partnership ("MRPP"). The City, MIM, and MRPP shall be referred to herein collectively as "Parties."

RECITALS

WHEREAS, the Parties desire to reach a consensus on the design for Tom Lee Park (the "Park") located in Memphis, Tennessee;

WHEREAS, the Parties' design concept for the Park envisions a world class park and an amenity for Memphians and tourists. The Park will be the front door to the City and the back yard for residents--the place to enjoy and experience America's River;

WHEREAS, the Parties desire to support and enhance the success of Memphis in May events; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree that the plan prepared by Memphis River Parks Partnership shall be subject to the design constraints for the Park stated in this Agreement:

1. **CONCEPT ELEMENTS**. The concept elements for the design of the Park shall include:
 - a. Northern, dramatic gateway/entrance to the Park
 - b. Divided "rooms" with unprogrammed lawns of various sizes
 - c. Topography "riffle" that ties the Park to the Mississippi River and adds scale
 - d. Multi-use event pavilion
 - e. Natural play areas for children
 - f. Iconic wildlife lookout
 - g. Reflection area and tribute to Tom Lee
 - h. Meandering multi-purpose pathways and purposeful connections to Downtown Memphis
 - i. Complementary design to commerce, recreation, festivals, tourism and Downtown Memphis population growth
2. **PARKING**. Parking for the Park will be provided at the north, middle and southern areas of the Park. The preference of the Parties is that the southern parking pod be located on west side of Riverside Drive immediately south of the southern lawn pool. Parking will be included in design and project budget and consistent with expected park usage.
3. **RIVERSIDE DRIVE**. The Park design will accommodate a 4-lane Riverside Drive per city cross section with no median or other non-removable barriers or delineators dividing the northbound and southbound lanes. A 5' minimum planted barrier shall be included to separate drive lanes and parking areas. Mountable curbs and gaps in painted barriers will be placed at areas as determined during the detailed design process to allow for festival loading and unloading. Permanent, non-removal barriers will not separate the Park or parking areas from the drive lanes.

A traffic signal shall be installed in the vicinity of mid-park as a traffic control measure. Riverside Drive may be realigned for the eastern curb/edge of parking to be closer to toe of bluff (but will not cut into the bluff) to provide more space for the overall design.

4. **STAGES AND LAWNS.** The Park design related to stages and lawns shall include:

- a. North stage to be oriented north.
- b. Middle stage to be oriented northwest.
- c. South stage to be oriented northwest.
- d. Separation distance between north and middle, and middle and south stages will be a minimum of 800' Down Stage Center to Down Stage Center.
- e. Stage areas to be the same at each lawn panel, allowing for a minimum 120' W x 60' D stage footprint at each lawn.
- f. North lawn will be no less than 67,000 sq. ft., in a configuration that allows for a minimum distance of not less than 400' of clear, unobstructed space the width of the stage from Down Stage Center to the back of the lawn pool.
- g. Middle lawn will be no less than 100,000 sq. ft., in a configuration that allows for a minimum distance of not less than 400' of clear, unobstructed space the width of the stage from Down Stage Center to the back of the lawn pool.
- h. South lawn will be no less than 82,000 sq. ft., in a configuration that allows for a minimum distance of not less than 400' of clear, unobstructed space the width of the stage from Down Stage Center to the back of the lawn pool.
- i. 15,000 sq. ft. minimum of back of house operating space for each stage (does not have to be a single polygon, or contiguous area), containing a single contiguous 5000 sq. ft. of operating space containing hardscape or an area where temporary matting can be placed.

5. **ACTIVITY COURTS.** The Park design related to activity courts shall include:

- a. Clear open space from bottom of the pavilion structure to ground estimated to be 24' - 28'.
- b. Sports equipment installed under the pavilion and adjacent courts will be completely removable/retractable, with no protrusions remaining after removal.
- c. Design will consider provision for wind barrier enclosure.
- d. Design will include use of a hard ground surface capable of supporting the weight of a minimum 56' x 32' stage structure and production equipment (racks and stacks, backline, lighting, personnel, etc.), and necessary loading.

6. **RIFFLE AREA.** The Park design related to the riffle area shall include path and trail network available to festival concessions, sponsors, merchants, and vendor tents, and the like.

7. **TAILOUT NATURE AREA.** The Park design related to the tailout nature area shall include permanent play equipment, nature play areas, and other structures.

8. **ADDITIONAL DESIGN REQUIREMENTS.** The Park design will include provisions for 6,500 linear feet and 275,000 square feet along which barbecue teams of varying sizes can be placed. The Park design will also include a continuous pathway along the length of the Park,

with a consistent minimum width of 15' and constructed of a material/hard surface to withstand heavy vehicle traffic.

9. **DESIGN REVIEW.** The City of Memphis Riverfront Concept Steering Committee (the "Committee") shall serve as the City's internal design review committee and shall monitor the design and construction process for Project. The Committee shall maintain an open line of communication with the Parties to this Agreement during such design review.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings and agreements (oral or written), between the Parties concerning the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which is an original, but taken together constituting one and the same instrument. No change, consent or waiver to this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

11. **MUTUAL NON-DISPARAGEMENT.** The Parties mutually agree to forbear from making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks, derogatory statements or comments made with respect to any party to this Agreement.

12. **MODIFICATION.** Any modification of the terms of this Agreement, including assignment of rights or obligations, shall be in writing and signed by the Parties.

13. **GOVERNING LAW.** This Agreement shall be construed under and governed by the laws of the State of Tennessee.

14. **DISPUTE RESOLUTION.** In the event of any dispute arising out of or relating to this Agreement, the Parties agree that they shall first use their best efforts to settle the dispute through good faith negotiations. The City shall be the arbiter of any unresolved dispute in connection with this Agreement. The decisions of the City shall be final.

15. **ATTORNEY'S FEES.** In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover the reasonable attorney's fee, costs and expenses.

16. **NOTICES:** Any notice required by this Agreement or directly affecting the terms of this Agreement shall be addressed to the following:

CITY OF MEMPHIS
Doug McGowen, Chief Operating Officer
125 N. Main St., Rm 308
Memphis, TN 38103

**MEMPHIS IN MAY INTERNATIONAL
FESTIVAL**
James L. Holt, President
56 South Front St.
Memphis, TN 38103

Memphis, TN 38103

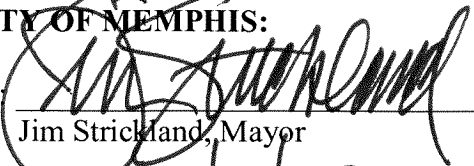
56 South Front St.
Memphis, TN 38103

**MEMPHIS RIVER PARKS
PARTNERSHIP**


Carol Coletta, President
22 North Front Street, Suite 960
Memphis, TN 38103

IN WITNESS WHEREOF, the Parties acknowledge their agreement to the foregoing upon the date the last party signs below.

CITY OF MEMPHIS:

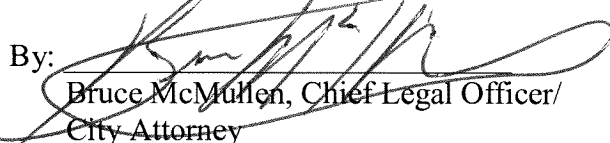
By: 
Jim Strickland, Mayor

Date: 12/3/19

By: 
Doug McGowen, Chief Operating Officer

Date: 12/2/19

Approved as to Form:

By: 
Bruce McMullen, Chief Legal Officer/
City Attorney

Attest:

By: _____
Comptroller

**MEMPHIS IN MAY INTERNATIONAL
FESTIVAL:**

By: _____
James L. Holt, President

Date: _____

By: _____
Charles L. Ewing, Sr., Board Chair

Date: _____

**MEMPHIS RIVER PARKS
PARTNERSHIP:**

By: _____
Carol Coletta, President

Date: _____

By: _____
Ray Pohlman, Board Chair

Date: _____

**MEMPHIS RIVER PARKS
PARTNERSHIP**
Carol Coletta, President
22 North Front Street, Suite 960
Memphis, TN 38103

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CITY OF MEMPHIS:

By: _____
Jim Strickland, Mayor

Date: _____

By: _____
Doug McGowen, Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Bruce McMullen, Chief Legal Officer/
City Attorney

Attest:

By: _____
Comptroller

**MEMPHIS IN MAY INTERNATIONAL
FESTIVAL:**

By: _____
James L. Holt, President

Date: _____
11/27/19

By: _____
Charles L. Ewing, Sr., Board Chair

Date: _____
12/2/2019

**MEMPHIS RIVER PARKS
PARTNERSHIP:**

By: _____
Carol Coletta, President

Date: _____

By: _____
Ray Pohlman, Board Chair

Date: _____

Memphis, TN 38103

56 South Front St.
Memphis, TN 38103

**MEMPHIS RIVER PARKS
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Carol Coletta, President
22 North Front Street, Suite 960
Memphis, TN 38103

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By: _____
Jim Strickland, Mayor

Date: _____

By: _____
Doug McGowen, Chief Operating Officer

Date: _____

Approved as to Form:

By: _____
Bruce McMullen, Chief Legal Officer/
City Attorney

Attest:

By: _____
Comptroller

**MEMPHIS IN MAY INTERNATIONAL
FESTIVAL:**

By: _____
James L. Holt, President

Date: _____

By: _____
Charles L. Ewing, Sr., Board Chair

Date: _____

**MEMPHIS RIVER PARKS
PARTNERSHIP:**

By: _____
Carol Coletta, President

Date: 11/21/19

By: _____
Ray Pohlman, Board Chair

Date: 11/21/2019