



RMF008 Agreement Routing Form

MEMORANDUM

RECEIVED

To: Rob Hernandez, City Manager
From: Sean Brandon, Director, Mobility & Parking Services
Date: August 2, 2017
Subject: Parking Lease - 9 West Henry Street Owner, LLC

AUG 07 2017

CITY MANAGER'S OFFICE

If needed, insert message here:

City of Savannah will lease twenty-four (24) parking spaces from 9 West Henry Street Owner, LLC located at the intersection of Whitaker Street and Henry Street.

Risk Management has reviewed the lease agreement, self-insurance letter attached. The City Attorney office has reviewed the lease agreement as to legal form/sufficiently.

PLACE ON UPCOMING COUNCIL AGENDA.

Submittal and Routing Instructions:

Attach three (3) original copies of the document to be signed by the City Manager to this form. If you need additional original signed copies for the second party, include those as well. After the City Manager's Office has returned the signed documents to you, it is your responsibility to route the final executed documents as follows:

- ☐ Original Copy 1: Originating Party
- ☐ Original Copy 2: Second Party
- ☐ Original Copy 3: Municipal Archives for Official File

Complete the following information and submit with Copy 3 to the Municipal Archives:

Title/Description:	Parking Lease - 9 West Henry Street Owner, LLC
Second Party:	City of Savannah
Effective Date:	August 1, 2017
Expiration Date:	July 31, 2018
Responsible Department:	Mobility & Parking Services
Contact (Name, Title):	Sean Brandon, Director - Mobility & Parking Services

For Municipal Archives Staff Use Only			Received Date:
<input type="checkbox"/> City Records Center			<input type="checkbox"/> Electronic Archives
Box #:	Folder #:	Item #:	File Name:

LEASE

THIS LEASE, made and entered into this ____ day of July, 2017, by and between **9 WEST HENRY STREET OWNER, LLC**, a Georgia limited liability company (hereinafter referred to as "Lessor"), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "Lessee").

WHEREAS, Lessor is the owner of a parking lot containing twenty-four (24) parking spaces located on the northwest corner of the intersection of Whitaker and Henry Streets as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises" or the "Property"); and

WHEREAS, Lessor and Lessee desire to enter into this Lease for the Property.

NOW, THEREFORE, for and in consideration of the mutual consideration and benefits flowing to the parties and from each party to the other, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee follows:

1. PREMISES. Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor, subject to the terms and conditions set forth herein. Lessee accepts the Property in "as is" condition.

2. TERM. This Lease shall be for a term commencing August 1, 2017, and ending July 31, 2018. Notwithstanding the foregoing, either party may terminate this Lease at any time during the term by providing the non-terminating party with at least sixty (60) days prior written notice of termination at the address designated in Paragraph

8.

3. MONTHLY FIXED RENT. Rent for the term of this Lease commencing August 1, 2017 shall be Thirty-Three and 33/100 Dollars (\$33.33) per space per month for a total of Eight Hundred and No/100 Dollars (\$800.00) per month, payable in advance on the first day of each month. Rent shall be paid to Lessor in United States funds and at Lessor's address as shown in Paragraph 8 below.

4. USE OF PREMISES AND COMPLIANCE. Lessee, at its expense, shall be responsible for enforcing its exclusive possession and shall be permitted to install signs indicating that the Property is reserved for the exclusive use of Lessee, provided that such signs shall be subject to prior approval of Lessor and further provided that Lessee either (i) not disturb the Lessor's existing signs at the Property or (ii) remove and return to Lessor the Lessor's existing signs at the Property. Notwithstanding anything stated in the previous sentence to the contrary, Lessee shall be permitted to sublease the individual parking spaces for daily or monthly terms (but in no event longer than thirty (30) day increments that can be automatically renewed unless terminated by either Lessee or sublessee) provided that the form of said sublease (if a written sublease is used) shall be approved by Lessor in advance and further provided that, upon termination or expiration of this Lease, Lessee shall provide a list of all then-current sub-lessees and the year, make, and model of their respective vehicles. Lessee shall be responsible for obtaining all permits required for its use, if any, and shall comply with all applicable laws and regulations throughout the term of this Lease.

5. SURRENDER OF PREMISES. On the expiration or termination of this

Lease, the Lessee will surrender the Property, remove any signage it attached thereto, and repair any damage caused by said removal.

6. INSURANCE AND INDEMNITY. Lessee acknowledges that it is self-insured and agrees that such self-insurance coverage shall apply to Lessor and its lenders to the same extent as Lessee. Lessee has supplied a letter confirming its self-insurance obligations, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. To the extent permissible by law and without waiver of sovereign immunity, Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from and against any and all injuries, losses, claims or damages (including, without limitation, attorney's fees, investigative costs, paralegal fees, suits to enforce or collect judgments, and costs of appeal) which Lessor may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Lessee, its agents, contractors, subcontractors, servants, employees, licensees, or invitees occurring in, on, or about the Property or connected with the use or occupancy of the Property.

7. LIMITATION OF LIABILITY. Lessor shall not be liable for any loss or damage to Lessee's or others' property located in or on the Property, regardless of the cause of such damage, or any condition of the Property whatsoever.

8. NOTICES. All notices required to be given hereunder shall be in writing and shall be delivered either by hand or by certified or registered mail, return receipt requested, at the address of the parties shown below or at such other address as is subsequently provided under the terms of this paragraph. The date of such notice shall

be either the date of delivery if delivered by hand or the date shown on the return receipt card if mailed.

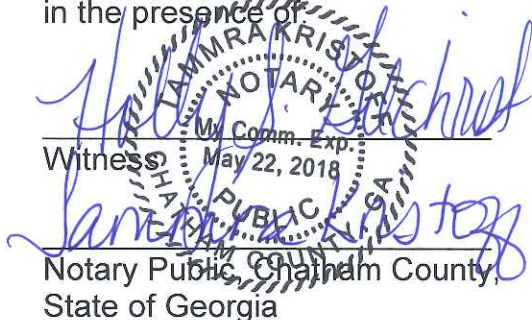
To Lessor: 9 West Henry Street Owner, LLC
c/o Matthew Weiner
222 E. Gordon St.
Savannah, Georgia 31401

To Lessee: The Mayor and Aldermen of the City of Savannah
P.O. Box 1037
Savannah, Georgia 31402


9. GOVERNING LAW. This Agreement shall be governed by Georgia law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on duplicate copies on the day and year first above written, as the date hereof.

Signed, sealed and delivered
in the presence of


Notary Public, Chatham County,
State of Georgia

LESSOR: 9 West Henry Street Owner, LLC
By and through its Co-Manager, Southeast
Georgia Investments, LLLC


By: Matthew Weiner, Manager

Signed, sealed and delivered
In the presence of

Witness

LESSEE: The Mayor and Aldermen of the
City of Savannah

By: Rob Hernandez, City Manager

Notary Public, Chatham County,
State of Georgia

EXHIBIT A

PROPERTY

[see attached]

PROPERTY DESCRIPTION

ALL THAT CERTAIN PARCEL KNOWN AS LOT 27, GALLIE WARD, 1ST G.M. DISTRICT, CITY OF SAVANNAH, CHATHAM COUNTY, GEORGIA, RECORDED IN PLAT RECORD BOOK P, PAGE 187 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKING THE INTERSECTION OF THE NORTHERN RIGHT-OF-WAY OF HENRY STREET AND THE WESTERN RIGHT-OF-WAY OF WHITAKER STREET, THENCE ALONG THE NORTHERN RIGHT-OF-WAY OF HENRY STREET N73°13'30"W A DISTANCE OF 60.40' TO A POINT; THENCE ALONG THE EASTERN PROPERTY LINE OF LOTS 10 AND 4. GALLIE WARD TOWNHOUSES (RECORDED IN SUBDIVISION MAP BOOK 35. PAGE 23) N17°07'30"E A DISTANCE OF 105.00' TO A POINT; THENCE ALONG THE SOUTHERN RIGHT-OF-WAY OF A 20° LANE S73°13'30"E A DISTANCE OF 60.40' TO A POINT; THENCE ALONG THE WESTERN RIGHT-OF-WAY OF WHITAKER STREET S17°07'30"W A DISTANCE OF 105.00' TO THE POINT OF BEGINNING; AND CONTAINING 0.146 ACRE OR 6,342 SQUARE FEET.

EXHIBIT B

SELF-INSURANCE LETTER

[see attached]



August 1, 2017

9 West Henry Street Owner, LLC
c/o Matthew Weiner, Attorney
14 E. State Street
Savannah, GA 31701

Re: Lease by and between the City of Savannah and 9 West Henry Street Owner, LLC
for 11 & 12 W. Henry Street -- Insurance Declaration Letter

To Whom It May Concern:

The City is self-insured with respect to losses, costs, injuries, claims, damages, or expenses associated with its use or occupancy of 11 & 12 W. Henry Street. Regarding employee work related injuries, the City is a certified self-insured by the Georgia State Board of Workers' Compensation.

The City of Savannah does not purchase Auto or General Liability insurance as a public entity. The City is protected in most incidents under municipal laws of the State of Georgia. Any such claims brought against the City are managed by the Risk Management Division of the City of Savannah. As a public entity, the City cannot indemnify third parties. Legal services are directed by W. Brooks Stillwell, City Attorney.

The City also contracts with USI Services to assist in the management of Property, Liability and Workers' Compensation exposures.

Sincerely,

Bryan M. Hollis

Bryan M. Hollis
Risk Management Administrator

LEASE

THIS LEASE, made and entered into this ____ day of July, 2017, by and between **9 WEST HENRY STREET OWNER, LLC**, a Georgia limited liability company (hereinafter referred to as "Lessor"), and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation organized under the laws of the State of Georgia (hereinafter referred to as "Lessee").

WHEREAS, Lessor is the owner of a parking lot containing twenty-four (24) parking spaces located on the northwest corner of the intersection of Whitaker and Henry Streets as shown on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises" or the "Property"); and

WHEREAS, Lessor and Lessee desire to enter into this Lease for the Property.

NOW, THEREFORE, for and in consideration of the mutual consideration and benefits flowing to the parties and from each party to the other, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Lessor and Lessee follows:

1. PREMISES. Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor, subject to the terms and conditions set forth herein. Lessee accepts the Property in "as is" condition.

2. TERM. This Lease shall be for a term commencing August 1, 2017, and ending July 31, 2018. Notwithstanding the foregoing, either party may terminate this Lease at any time during the term by providing the non-terminating party with at least sixty (60) days prior written notice of termination at the address designated in Paragraph

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3. MONTHLY FIXED RENT. Rent for the term of this Lease commencing August 1, 2017 shall be Thirty-Three and 33/100 Dollars (\$33.33) per space per month for a total of Eight Hundred and No/100 Dollars (\$800.00) per month, payable in advance on the first day of each month. Rent shall be paid to Lessor in United States funds and at Lessor's address as shown in Paragraph 8 below.

4. USE OF PREMISES AND COMPLIANCE. Lessee, at its expense, shall be responsible for enforcing its exclusive possession and shall be permitted to install signs indicating that the Property is reserved for the exclusive use of Lessee, provided that such signs shall be subject to prior approval of Lessor and further provided that Lessee either (i) not disturb the Lessor's existing signs at the Property or (ii) remove and return to Lessor the Lessor's existing signs at the Property. Notwithstanding anything stated in the previous sentence to the contrary, Lessee shall be permitted to sublease the individual parking spaces for daily or monthly terms (but in no event longer than thirty (30) day increments that can be automatically renewed unless terminated by either Lessee or sublessee) provided that the form of said sublease (if a written sublease is used) shall be approved by Lessor in advance and further provided that, upon termination or expiration of this Lease, Lessee shall provide a list of all then-current sub-lessees and the year, make, and model of their respective vehicles. Lessee shall be responsible for obtaining all permits required for its use, if any, and shall comply with all applicable laws and regulations throughout the term of this Lease.

5. SURRENDER OF PREMISES. On the expiration or termination of this

Lease, the Lessee will surrender the Property, remove any signage it attached thereto, and repair any damage caused by said removal.

6. INSURANCE AND INDEMNITY. Lessee acknowledges that it is self-insured and agrees that such self-insurance coverage shall apply to Lessor and its lenders to the same extent as Lessee. Lessee has supplied a letter confirming its self-insurance obligations, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. To the extent permissible by law and without waiver of sovereign immunity, Lessee hereby agrees to indemnify, defend, and hold Lessor harmless from and against any and all injuries, losses, claims or damages (including, without limitation, attorney's fees, investigative costs, paralegal fees, suits to enforce or collect judgments, and costs of appeal) which Lessor may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission of Lessee, its agents, contractors, subcontractors, servants, employees, licensees, or invitees occurring in, on, or about the Property or connected with the use or occupancy of the Property.

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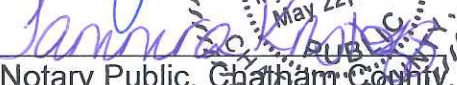

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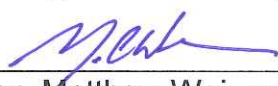
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on duplicate copies on the day and year first above written, as the date hereof.

Signed, sealed and delivered
in the presence of:


Witness

Notary Public, Chatham County,
State of Georgia


LESSOR: 9 West Henry Street Owner, LLC
By and through its Co-Manager, Southeast
Georgia Investments, LLLC


By: Matthew Weiner, Manager

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LESSEE: The Mayor and Aldermen of the
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By: Rob Hernandez, City Manager

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