

PARKING LOT LEASE

This Parking Lot Lease ("**Lease**") is entered into as of November __, 2018 (the "**Effective Date**") by and between **GREAT DANE LLC**, a Delaware limited liability company ("**Landlord**"), and **MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation of the State of Georgia ("**Tenant**").

RECITALS:

A. Landlord is the owner of a certain vacant parcel containing approximately 2.1 acres of land located on Lathrop Avenue in Savannah, Georgia, as depicted on the attached and incorporated Exhibit "A" hereto (the "**Parcel**");

B. Pursuant to that certain Single-Tenant Office Building Lease dated December 31, 2017 by and between Landlord and Tenant, Tenant is an occupant of the building located adjacent to the Parcel;

C. Tenant desires to lease from Landlord the Parcel for purposes of providing vehicular parking for staging tour buses; and

D. Landlord is willing to lease the Parcel to Tenant in accordance with the terms set forth in this Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, agreements, and conditions set forth herein, Landlord and Tenant hereby covenant and agree as follows:

1. **LEASE OF PARCEL.** Landlord demises and leases to Tenant the Parcel for the Term (as defined below) and upon the covenants, agreements, and conditions set forth herein.

2. **CONDITION OF PARCEL.** As of the Effective Date, Tenant shall be deemed to have accepted the Parcel in its present "**AS-IS**" condition. Tenant acknowledges that no warranty or representation as to the nature, condition or usability of the Parcel has been made by Landlord.

3. **USE.** The Parcel shall be used by Tenant as a parking facility for staging tour buses, as additional parking for the adjacent single-tenant office building, and for no other purpose. Tenant covenants and agrees that it will not use, or suffer or permit any person to use the Parcel for any purpose or use in violation of any federal, state or local law or ordinance of any government body having jurisdiction over the Parcel.

4. **TERM.** The Parcel is hereby demised and leased unto Tenant for a Term beginning November 1, 2018 and ending October 31, 2019 (the "**Term**"). The term shall automatically renew in one year increments as specified in the rent schedule time periods provided in Section 5.0, and the term will terminate no later than December 31, 2022 unless terminated by either party with ninety (90) days notice.

5. **RENT.** Tenant shall pay to Landlord, as the fixed monthly rent, in advance on the first day of the Term and on the first day of each calendar month thereafter of the Term, at the following rates:

Period		Fixed Monthly Rent	Annual Rent
11/1/2018	10/31/2019	\$3,780.00	\$45,360.00
11/1/2019	10/31/2020	\$3,874.50	\$46,494.00
11/1/2020	10/31/2021	\$3,971.36	\$47,656.35
11/1/2021	10/31/2022	\$4,070.65	\$48,847.76
11/1/2022	12/31/2022	\$4,172.41	\$8,344.82

If the Lease termination date is not the last day of a month, a prorated monthly installment shall be paid at the then current rate for the fractional month during which the Lease terminates. Rent shall be paid to Landlord at its address set forth in the notices section of this Lease.

6. **INSURANCE.** Tenant shall procure and keep in force during the Term of this Lease for the benefit of Landlord and Tenant a comprehensive or commercial general liability insurance policy in a reputable company with a combined per occurrence limit of a minimum of Two Million dollars (\$2,000,000.00) for bodily injury and property damage covering Tenant's operations on the Parcel. Such insurance policy shall be endorsed to provide for not less than ten (10) days' written notice to Landlord prior to termination of coverage and/or before any material changes are made which restrict or reduce the coverage provided for or change the name of the insurance. Tenant shall also provide workers' compensation coverage in accordance with applicable laws. Except for workers' compensation coverage, Landlord shall be named an additional insured on such policies and Landlord shall be furnished with a certificate of insurance (or binder, as required by Landlord) evidencing such coverage. Notwithstanding anything in this Section 6 to the contrary, if the Tenant hereunder is the Mayor and Alderman of the City of Savannah, then Tenant shall be permitted to self-insure provided Tenant has delivered such evidence as Landlord shall reasonably require of such self-insurance.

7. **PERMITS AND LICENSES.** Tenant agrees to procure any and all permits or licenses necessary for its operation hereunder and Landlord, at no cost to it, agrees to assist Tenant to obtain such permits or licenses if such assistance is necessary.

8. **DUTY TO MAINTAIN.** During the Term of this Lease, Tenant, at its own expense, shall be solely responsible for maintaining the Parcel in its present condition, including, without limitation, snow removal, cleaning up debris and trash and otherwise maintaining the Parcel in a generally clean condition. Tenant covenants and agrees that it will not commit or suffer any waste to the Parcel and that it will not make or construct any improvements or additions on or over the Parcel without Landlord's prior written consent.

9. **RIGHT TO TERMINATE; DEFAULT.** Landlord shall have the right to terminate and end this Lease: (A) for any reason, or no reason whatsoever, upon ninety (90) days' prior written notice to Tenant; or (B) upon the breach by Tenant of any of the covenants, terms, and conditions hereof, provided Landlord provides Tenant with notice of the existence of such breach and Tenant fails to remedy such breach within (i) five (5) days after notice thereof for a monetary breach, or (ii) thirty (30) days after notice thereof for a nonmonetary breach (or if the nonmonetary breach cannot reasonably be cured within such 30-day period, and Tenant fails to commence to remedy and continues to diligently pursue remedy of such nonmonetary breach within said 30-day). Landlord also has the right to terminate and end this Lease in the event Tenant files a voluntary petition or similar pleading for bankruptcy, insolvency, receivership, or assignment for the benefit of creditors. Upon the occurrence of any event of default hereunder, Landlord may elect any and all remedies available to it at law and in equity.

10. **NOTICES.** Any notice, communication, request, reply or advice (collectively, "Notice") provided for or permitted by this Lease to be made or accepted by either party must be in writing. Notice may, unless otherwise provided herein, be given or served by: (i) delivering the same to such party, or an agent of such party, in person or by commercial courier or personal messenger; (ii) confirmed electronic delivery of a PDF or Word formatted file; or (iii) depositing the same into custody of a nationally recognized overnight delivery service such as Federal Express, Overnight Express, Airborne Express, Emery or Purolator. Notice given in any of the foregoing manners shall be effective only if and when received (or refusal of receipt) by the party to be notified between the hours of 8:00 A.M. and 5:00 P.M., Chicago time, of any business day with delivery made after such hours to be deemed received the following business day. The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by at least five (5) days written notice to the other party.

Notices may be sent by the attorneys for the parties. All notices concerning this Lease must be addressed as follows:

If to Landlord: Great Dane LLC
131 Technology Circle
Savannah, Georgia 31407
Attn: Vice President of Manufacturing

With a copy to: CC Industries, Inc.
222 N. LaSalle Street
Chicago, Illinois 60601
Attn: Vice President – Real Estate

If to Tenant: City of Savannah Georgia
Attn: Director, Real Property Service
P.O. Box 1027
Savannah, Georgia 31402

With a copy to: City of Savannah Georgia
City Attorney
P.O. Box 1027
Savannah, Georgia 31402

11. **PEACEABLE POSSESSION.** Landlord covenants and agrees that Tenant, upon performing and quietly observing the terms and conditions of this Lease, and subject to the terms and conditions of this Lease, may peacefully hold and enjoy the Parcel during the Term without any interruption by Landlord, its successors or assigns, or any person or company lawfully claiming by or through it.

12. **SUBORDINATION AND ATTORNMENT.** At the request of Landlord, the Tenant shall execute a subordination and attornment agreement pursuant to which Tenant shall declare that its rights hereunder are subject and subordinate to any mortgage or trust deed creating a mortgage lien which may from time to time be placed upon the Parcel, if the mortgagee or trustee named in said mortgage or trust deed shall agree not to disturb Tenant's leasehold in the event of foreclosure provided Tenant is not then in default hereunder. Tenant shall execute and deliver such subordination and attornment agreements customarily used by the Landlord's mortgage lender.

13. **CERTAIN REPRESENTATIONS OF TENANT.** Tenant hereby represents and warrants that: (i) Tenant has the municipal power to enter into and perform its obligations under this Lease; (ii) this Lease has been authorized by all necessary municipal action; (iii) this Lease is binding on and enforceable against the Tenant, and that the Landlord may bring an action for enforcement of this Lease against Tenant in a federal or state court located in Chatham County, Georgia.

14. **SURRENDER.** Upon termination of this Lease by lapse of time or otherwise, Tenant agrees that it will immediately surrender and deliver up to Landlord physical possession of the Parcel in the same condition as existed on the Effective Date, ordinary wear and tear, and any other cause not directly attributable to the negligence or willful conduct of Tenant excepted.

15. **HOLDING OVER.** If Tenant retains possession of the Parcel after the expiration or earlier termination of the Term or Tenant's right to possession of the Parcel, such holdover shall be deemed to create a tenancy at sufferance and Tenant shall pay rent during such holding over at 150%

of the rate in effect immediately preceding such holdover computed on a monthly basis for each month or partial month that Tenant remains in possession of the Parcel (the "**Holdover Rent**"). Such holding over by Tenant, and Landlord's collection of any rent therefor, shall not serve as permission for Tenant's continued occupancy of the Parcel nor serve to extend the Term, unless required by Landlord as set forth below. Tenant shall also indemnify, defend and hold Landlord harmless from and against all claims and damages, consequential as well as direct, sustained by reason of Tenant's holding over. The provisions of this Article 15 shall not be deemed to be a waiver of Landlord's right of re-entry or right to regain possession by actions at law or inequity or any other rights under this Lease, and any receipt of payment of Holdover Rent by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease term or right of tenancy except as elected by Landlord as set forth above. All obligations of Tenant under this Article 15 shall survive the expiration of the Term or sooner termination of this Lease.

16. **CONDEMNATION.** If, during the Term of this Lease all or a substantial part of the Parcel should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and rent shall be abate during the unexpired portion of this Lease, effective as of the date when the physical taking of the Parcel shall occur. All damages awarded for any such taking under the power of eminent domain, whether for the whole or part of the Parcel, shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Parcel.

17. **LIEN CLAIMS.** It is expressly covenanted and agreed by and between the parties hereto that nothing in this Lease contained shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Parcel, nor shall the interest or estate of the Landlord in the Parcel be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the Parcel arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant, and shall in all respects be subject and subordinate to the paramount title and right of Landlord in and to the Parcel. Tenant will not permit the Parcel to become subject to any mechanics', laborers' or materialmen's lien on account of labor or material furnished to the Tenant in connection with work of any character performed or claimed to have been performed on the Parcel by or at the direction or sufferance of the Tenant; provided, however that Tenant shall have the right to contest in good faith and with reasonable diligence, the validity of any such lien or claimed lien. On any final determination of the lien or claim for lien, Tenant will immediately pay any judgment rendered, with all proper costs and charges, and will, at its own expense, have the lien released and any judgment satisfied.

16. **HAZARDOUS MATERIALS.** Tenant agrees that it will not use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any hazardous materials in, on, under, around or above the Parcel now or at any future time.

17. **NO ASSIGNMENT, SUBLETTING OR OTHER TRANSFER.** Tenant shall not voluntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Parcel, and except as hereinafter provided, shall not sublet all or any part of the Parcel, without Landlord's prior, written consent, and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be wholly void. No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligations to pay the rent and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any assignment, subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

18. **INDEMNITY.** To the extent permissible by law and without waiver of sovereign immunity, Tenant agrees to indemnify, defend and save Landlord and each of its partners, officers,

manager, members, employees and agents, and their respective personal representatives, heirs, successors and assigns (collectively, including Landlord, the "**Landlord Indemnified Parties**") harmless from and against any and all losses, liabilities, fines, penalties and damages (including without limitation any damages or injury to persons, property or to the environment as provided hereunder), or actions or claims in respect thereof (including without limitation, amounts paid in settlement, reasonable cost of investigation, reasonable attorneys' fees and other legal expenses and reasonable fees of other necessary professionals) in any manner arising out of or in connection with: (i) at Tenant's direction, the performance of any labor or services or the furnishing of any materials or other property in respect of the Parcel; (ii) any negligence or willful act of Tenant, its employees or agents; and (iii) the breach or default on the part of Tenant in the performance of any covenant or agreement contained in this Lease for which written notice (if required) has been received by Tenant and the applicable cure period as set forth in such notice has expired. This indemnification of the Landlord Indemnified Parties by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by a state or local government agency, a political subdivision or a private party. Landlord will promptly notify Tenant of any actions, proceedings, claims, or demands for which Landlord requests indemnification from Tenant. Tenant has the right to assume the entire control of the defense thereof, and Landlord will cooperate fully with Tenant in such defense at Tenant's cost. Tenant's obligations pursuant to this Section shall survive the termination or expiration of the Lease.

19. **SECURITY DEPOSIT.** Simultaneously with Tenant's execution and delivery of this Lease, Tenant shall deposit with Landlord the sum of \$3,780.00 as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent, Landlord may use, apply or retain all or any part of said security deposit for the payment of any rent and any other sum in default or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said security deposit is to be used or applied, Tenant shall deposit cash with Landlord within five (5) days after written demand therefor in an amount sufficient to restore the security deposit to its original amount, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep said security deposit separate from its general funds, and Tenant shall not be entitled to interest on any security deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, said security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) within sixty (60) days after the expiration of the Term and Tenant's vacation of the Parcel. Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Parcel for accountability for any security deposit required by Landlord hereunder, unless said sums have actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the Parcel in the event that such interest is sold, and, thereupon, Landlord (and its beneficiary, if any) shall be discharged from any further liability with respect to said security deposit.

20. **BROKER.** Landlord and Tenant hereby represent and warrant to each other that neither of them have had any dealings with respect to the Parcel with any broker or real estate dealer.

21. **ATTORNEYS' FEES.** In the event that at any time during the Term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding shall reimburse the successful party for their reasonable expenses of attorneys' fees and disbursements incurred therein by the successful party.

22. **PARTIES, SUCCESSORS, AND ASSIGNS.** This Lease shall be binding and inure to the benefit of the parties hereto, their respective successors and permitted assigns.

22. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties hereto. This Lease is not subject to modification except in writing and contains the entire agreement of the parties with respect to the matters covered in this Lease and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.

23. **COUNTERPARTS; FACSIMILE/ELECTRONIC.** This Lease may be executed in a number of counterparts, each of which constitute an original and all of which will constitute one and the same agreement. A facsimile or electronic copy of this Lease and any signatures thereon will be considered for all purposes as originals.

24. **NO RECORDING.** Tenant is NOT permitted to record this Lease (or any memorandum thereof) against the Parcel.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Lot Lease as of the Effective Date by their duly authorized representative(s).

LANDLORD:

GREAT DANE LLC, a Delaware limited liability company

By:

Name:

Its:

TENANT:

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation of the State of Georgia

By:

Name:

Its:

EXHIBIT A



PB0437 City Facility Relocation Reser Current Status: AC

As of 99/9999
Printed as of: 10/9/2018

Accnt	Accnt Title	Year	Per	Jrnl #	Date	Reference #	Transaction Description	Actual Amount	Encumb Amt	Src	Sys	TStat
DUE FROM GENERAL FUND												
12101	DUE FROM GENERAL	2018	7	409	07/31/2018		CIP Budget Adj 18-091	100,000.00	0.00	JE	GL	9
12101	DUE FROM GENERAL	2018	9	834	09/30/2018		Auto CIP Billing for 9/2018	(6,700.00)	0.00	JE	GL	9
	12101 DUE FROM GENERAL FUND							93,300.00	0.00			
CONTRBTN FRM GENERL FND												
48101	CONTRBTN FRM GENI	2018	7	409	07/31/2018		CIP Budget Adj 18-091	(100,000.00)	0.00	JE	GL	9
	48101 CONTRBTN FRM GENERL FND							(100,000.00)	0.00			
BUILDING REPAIR												
51245	BUILDING REPAIR	2018	9	132	09/26/2018	475123	19037 Fred Foley, Jr.	5,900.00	0.00	AD	AP	9
51245	BUILDING REPAIR	2018	9	0	09/26/2018	60863	Fred Foley, Jr.	0.00	5,900.00	PO	PO	9
51245	BUILDING REPAIR	2018	9	0	09/26/2018	60863	Fred Foley, Jr.	0.00	(5,900.00)	PO	PO	9
51245	BUILDING REPAIR	2018	9	0	09/26/2018		Fred Foley, Jr.	0.00	5,900.00	AP	AP	9
51245	BUILDING REPAIR	2018	9	0	09/26/2018		Fred Foley, Jr.	0.00	(5,900.00)	AP	AP	9
51245	BUILDING REPAIR	2018	10	10	10/03/2018	476526	19553 Redmond Construction	4,215.00	0.00	AD	AP	9
51245	BUILDING REPAIR	2018	10	0	10/02/2018	210121	Redmond Construction	0.00	4,215.00	PO	PO	9
51245	BUILDING REPAIR	2018	10	0	10/02/2018	210121	Redmond Construction	0.00	(4,215.00)	PO	PO	9
51245	BUILDING REPAIR	2018	10	0	10/03/2018		Redmond Construction	0.00	4,215.00	AP	AP	9
51245	BUILDING REPAIR	2018	10	0	10/03/2018	60978	Edge Air Conditioning &	0.00	7,500.00	PO	PO	9
51245	BUILDING REPAIR	2018	10	0	10/03/2018		Redmond Construction	0.00	(4,215.00)	AP	AP	9
	51245 BUILDING REPAIR							10,115.00	7,500.00			
OTHER COSTS												
52842	OTHER COSTS	2018	9	31	09/10/2018	471790	12825 Greenline Architectur	800.00	0.00	AD	AP	9
52842	OTHER COSTS	2018	9	0	09/06/2018	58474	Greenline Architecture, P.C.	0.00	800.00	PO	PO	9
52842	OTHER COSTS	2018	9	0	09/06/2018	58474	Greenline Architecture, P.C.	0.00	(800.00)	PO	PO	9
52842	OTHER COSTS	2018	9	0	09/10/2018		Greenline Architecture, P.C.	0.00	800.00	AP	AP	9
52842	OTHER COSTS	2018	9	0	09/10/2018		Greenline Architecture, P.C.	0.00	(800.00)	AP	AP	9
	52842 OTHER COSTS							800.00	0.00			
	PB0437 City Facility Relocation Re							4,215.00	7,500.00			

100,000.00
(6,700.00)
93,300.00

Thurquest Management Budget

1900 East Victoria

Berthel

MALPINE

Manuela Abney

From: Joanne Aley
Sent: Tuesday, October 09, 2018 1:18 PM
To: Thaieast Pittman
Cc: Manuela Abney; David Keating
Subject: RE: Auto CIP Billing

Thaieast,

CIP Auto billing is drawing the funds from the expenses that happened during that month....

In this instance, \$6,700.00 in expenses was paid in the month of September.... If you pull the PB437 expense report you would see there were two charges- Fred Foley for \$5900.00 & Greenline Architecture \$800.00 equaling \$6,700.00.

Thanks,

Joanne Aley

Accountant

City of Savannah-Finance Department

PO Box 1027

2 East Bay Street

Savannah, GA 31402

912-525-3100 x 1045

jaley@savannahga.gov



From: Thaieast Pittman
Sent: Tuesday, October 09, 2018 1:04 PM
To: Joanne Aley <JAley@Savannahga.Gov>
Subject: FW: Auto CIP Billing

Good afternoon Joanne,
Can you assist me?

From: Manuela Abney
Sent: Tuesday, October 09, 2018 12:54 PM
To: Thaieast Pittman <TPittman@Savannahga.Gov>
Cc: David Keating <DKeating@Savannahga.Gov>
Subject: Auto CIP Billing

Hi Thaieast,

I ran a PB0437 Transaction Journal Report for CIP Project(s) for David Keating. I was wondering if you can help me on an amount that was on 9/30/18 for (6,700.00) under the Auto CIP Billing for 9/2018- Due from General Fund. David Keating would like to know what the amount was for. Thank you.

PLEASE BE ADVISED:

City email service is currently blocking all incoming email with attachments; and any email that contain links, logos, and/or pics in a signature block.

To send me an attachment, please email a request and I will forward an invitation to upload files.

Please remove any links, logos and/or pics in a signature block.

Should you still experience a problem to forward an attachment to me, please contact me directly at the phone number identified below..

Manuela Abney

City of Savannah/Real Estate Services

Senior Administrative Assistant

E-mail: MAbney@savannahga.gov

Phone: 912.651.6524 Ext. 1922