

**CITY OF SOUTH FULTON, GEORGIA
VIRTUAL - SPECIAL CALLED MEETING
Tuesday, October 11, 2022, 3:00 PM**



**The Honorable khalid kamau, Mayor
The Honorable Catherine F. Rowell, District 1 Councilmember
The Honorable Carmalitha Gumbs , District 2 Councilmember
The Honorable Helen Z. Willis, District 3 Councilmember
The Honorable Jacey Sebastian, District 4 Councilmember
The Honorable Corey A. Reeves, District 5 Councilmember
The Honorable Natasha Williams, District 6 Councilmember
Vacant, District 7 Councilmember**

SPECIAL CALLED MEETING AGENDA

1. 3:00 pm Meeting Called to Order – Mayor khalid
2. 3:01 pm Roll Call - Corey Adams, City Clerk
3. Agenda Items
 1. Request Council Approval of a Sublease for Property located 100 Hartsfield Centre Parkway, Atlanta, GA 30354 (Police)
 2. Request Council Approval to Negotiate a Sublease for a Public Works Operations Center (Public Works)
 3. Request Council Approval of A Resolution to Purchase Equipment and Vehicles from Jacobs/CH2M Hill (Public Works)
4. Adjournment of Meeting



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Request Council Approval of a Sublease for Property located 100 Hartsfield Centre Parkway, Atlanta, GA 30354 (Police)

DATE OF MEETING: 10/11/2022

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Consent to Sublease (City of S. Fulton) Final	Cover Memo	10/7/2022
Sublease_Triumph_CitySoFulton- (9.22.22)	Cover Memo	10/7/2022

CONSENT TO SUBLEASE

This Consent to Sublease (the "Consent"), is made as of the date last executed and dated below by **RAVINIA ACQUISITIONS, LLC**, a Delaware limited liability company, as successor-by-assignment from **NG ONE HARTSFIELD, LLC** ("Landlord"), **TRIUMPH MOTORCYCLES (America), LTD**, a Georgia corporation ("Tenant") and **CITY OF SOUTH FULTON, GEORGIA**, a political subdivision of the State of Georgia ("Subtenant").

WHEREAS, Landlord and Tenant entered into a certain lease agreement dated October 12, 2012 (the "Master Lease"), as amended on February 23, 2018 (the "First Amendment to Lease") and December 6, 2018 (the "Second Amendment to Lease") (collectively, the Master Lease, the First Amendment to Lease, and the Second Amendment to Lease are referred to herein as the "Prime Lease"), for approximately 18,557 (+/-) square feet of space (the "Premises") known as **Hartsfield Centre**, located at **100 Hartsfield Centre Parkway, Suite 200, Atlanta, GA 30354** (the "Project");

WHEREAS, Tenant has requested Landlord's consent, pursuant to Section 10 of the Prime Lease, to sublet the Premises to Subtenant.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and subject to the following conditions, to each of which the parties agree, Landlord hereby consents to the sublease of the Premises, identified as Suite 200, and containing approximately 18,557 (+/-) square feet of space (the "Sublet Space"), by Tenant to Subtenant pursuant to the terms of a certain sublease agreement between Tenant and Subtenant dated _____, 2022 (the "Sublease"), subject to the following terms and conditions:

1. Landlord is not a party to the Sublease, and nothing contained in the Sublease shall be construed so as to modify, or waive any of the provisions of the Prime Lease. Nothing contained in the Prime Lease, the Sublease or this Consent shall be deemed to grant Subtenant any rights whatsoever against Landlord. Subtenant hereby acknowledges and agrees that its sole remedy for any alleged or actual breach of Subtenant's rights in connection with the Leased Premises and/or under the Sublease shall be solely against Tenant. This Consent relates to the act of subleasing, not to the terms and conditions of the Sublease.

2. A true and correct copy of the Sublease is attached hereto as **Exhibit "A"**. The Sublease is and shall be subject and subordinate to the Prime Lease.

3. Tenant shall remain liable to Landlord under all terms and conditions of the Prime Lease. Tenant and Subtenant acknowledge and agree that no dealings, relations or interaction between Landlord and Subtenant (including, without limitation, Landlord's acceptance of any monies from Subtenant; Landlord's submission of bills or invoices to Subtenant; or Landlord's direct communication with Subtenant), shall release Tenant from any existing or future duty, obligation or liability to Landlord pursuant to the Prime Lease, or modify or amend the Prime Lease in any manner, or create any privity of contract between Landlord and Subtenant.

4. This Consent is not assignable and shall not be construed as consent to any assignment of the Prime Lease or any further subletting of the Premises or any portion thereof. In addition, no rights or options

granted to Tenant under the Prime Lease including by way of example and not limitation rights or options to extend or renew, rights of first refusal or first offer, opportunity rights and/or termination rights shall be conveyed to Subtenant, and any and all such rights and options (if any), are null and void and may no longer be exercised by Tenant.

5. If Tenant defaults in its obligation to pay rent to Landlord pursuant to the Prime Lease, then Landlord may, in its sole discretion, elect, by written notice to Subtenant, to collect the full Rent due under the Prime Lease directly from Subtenant. Tenant hereby consents to and authorizes Subtenant to make such Rent payments directly to Landlord and, in such event, Tenant agrees that each such Rent payment made by Subtenant to Landlord pursuant to such notice shall be fully credited against the amounts due from Subtenant to Tenant under the Sublease.

6. Upon the expiration or any earlier termination of the term of the Prime Lease, except as provided in the next succeeding sentence, the Sublease shall expire as of the effective date of such expiration or termination of the Prime Lease, and Subtenant shall vacate the Sublet Space on or before such date. If the Prime Lease shall expire or terminate during the term of the Sublease for any reason other than condemnation or destruction by fire or casualty, Landlord, in its sole discretion, upon written notice given to Tenant and Subtenant not more than thirty (30) days after the effective date of such expiration or termination, without any additional or further agreement on the part of Subtenant, may elect to continue the Sublease with the same force and effect as if Landlord as landlord and Subtenant as tenant had entered into a lease as of such effective date for a term equal to the unexpired term of the Sublease and containing the same provisions as those contained in the Prime Lease including without limitation the obligation to pay the full Rent due under the Prime Lease, and Subtenant shall attorn to Landlord and Landlord and Subtenant shall have the same rights, obligations, and remedies thereunder as were had by Tenant and Subtenant thereunder prior to such effective date, respectively, except that in no event shall Landlord be (1) liable for any act or omission by Tenant, or (2) subject to any offsets or defenses which Subtenant had or might have against Tenant, or (3) bound by any rent or additional rent or other payment paid by Subtenant to Tenant in advance. In the event Landlord elects the attornment option Subtenant agrees to execute and deliver at any time and from time to time, upon request of Landlord, any instruments which Landlord deems necessary or appropriate to evidence such attornment; and Tenant shall immediately pay or transfer to Landlord any security deposit, rent or other sums then held by Tenant under the Sublease. Upon an expiration of the term of the Sublease pursuant to the provisions of the first sentence of this paragraph, if Subtenant fails to vacate the Sublet Space as therein provided, Landlord shall be entitled to all of the rights and remedies available to a landlord against a tenant holding over after the expiration of a term.

7. Any notice required or permitted hereunder shall be in writing. Communications shall be addressed to Landlord as follows:

Ravinia Acquisitions, LLC
c/o SK Commercial Realty, LLC
900 Circle 75 Parkway
Suite 720
Atlanta, GA 30339
Attn: Lease Administration

Communications shall be addressed to Tenant as follows:

Attention: _____

Communications shall be addressed to Subtenant as follows:

City of South Fulton
c/o South Fulton Police Department
5440 Fulton Industrial Boulevard
Atlanta, GA 30336
Attn: Tammi Saddler-Jones, City Manager

Any communications so addressed shall be deemed duly given when delivered by hand, one (1) business day after being sent by Federal Express (or other guaranteed one day delivery service) or three (3) business days after being sent by registered or certified mail, return receipt requested. Any party may change its address by giving notice to the other parties.

8. This Consent shall be construed in accordance with the laws of the State of Georgia, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be changed or terminated orally or by course of conduct. This Consent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be executed and delivered by electronic transmission.

9. Tenant and Subtenant further jointly and separately covenant and agree with Landlord as follows:

A. The Sublet Space shall be used as an administrative facility only, and shall not be used for any of the following prohibited uses: i. as a booking, incarceration, holding or jail facility; or ii. for the storage of weapons, ammunition, explosives or explosive ordinance disposal, drugs or other illegal property or seized property;

B. The parking areas serving the Project may only be used for parking of the personal vehicles of Subtenant's employees, to include overnight, weekend and holiday parking of employee vehicles, emergency vehicles, and patrol cars. No on-site repair of any vehicles (other than flat tires), no trailers, ATVs or other City of South Fulton vehicles other than sedans/SUVs, and no SWAT vehicles or vans are permitted to be parked at the Project's parking areas.

C. Tenant shall, at Tenant's sole cost and expense, remove Tenant's signage from the Project and shall repair and restore any damage caused by or resulting from installation, use or removal of such signage.

D. Subtenant (a) shall maintain in effect such liability insurance as Tenant is required under the Prime Lease to maintain (including any required waiver of subrogation), (b) shall cause to be named as additional insured thereon such persons as Tenant is required by the Prime Lease to name as additional insureds on its liability insurance, and (c) shall furnish to Landlord, as a condition precedent to the effectiveness of this Consent, such evidence of insurance as Tenant is required by the Prime Lease to furnish.

E. As a condition to the effectiveness of this Consent, Tenant agrees to pay Landlord, concurrently with Tenant's delivery of any executed counterpart hereof, the amount of One Thousand and No/100 Dollars (\$1,000.00) in reimbursement of Landlord's attorneys' fees and administrative expenses incurred in connection with this Consent, as additional rent under the Prime Lease in accordance with Section 10.a. thereof. Landlord's acceptance of such fee shall impose no duty on Landlord to approve the Sublease or execute this Consent. If applicable, Tenant shall also promptly pay Landlord its share of sublease premiums, or other items required under the Prime Lease in connection with subleases (including, without limitation, the Sublease).

F. Tenant agrees to indemnify and hold Landlord harmless from and against any loss, cost, expense, damage or liability, including reasonable attorneys' fees, actually incurred as a result of a claim by any person or entity (i) that is entitled to a commission, finder's fee or like payment in connection with the Sublease or (ii) relating to or arising out of the Sublease or any related agreements or dealings.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Consent to Sublease to be executed by their authorized officers or representatives as of the day and year first above written.

WITNESS:

LANDLORD: **RAVINIA ACQUISITIONS, LLC**, a
Delaware limited liability company

Signature

By: _____

Its Managing Member

Name Printed

Name: _____

Date: _____

WITNESS:

TENANT: **TRIUMPH MOTORCYCLES (America), LTD**,
A Georgia corporation

Signature

By: _____

Name Printed

Name: _____

Title: _____

Signature

Date: _____

Name Printed

WITNESS:

SUBTENANT: **CITY OF SOUTH FULTON**, a political
subdivision of the State of Georgia

Signature

By: _____

Name Printed

Name: _____

Title: _____

Signature

Date: _____

Name Printed

EXHIBIT “A”

COPY OF SUBLEASE

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Agreement") is made and entered into this ____ day of **October 2022**, by and between **Triumph Motorcycles (America), Ltd**, a Georgia corporation ("Sublessor"), and **City of South Fulton, Georgia**, a political subdivision of the State of Georgia ("Sublessee") (collectively, Sublessor and Sublessee are referred to herein as the "Parties", and each a "Party").

W I T N E S S E T H:

WHEREAS, RAVINIA ACQUISITIONS, LLC, a Delaware limited liability company, as successor-by-assignment to **NG ONE HARTSFIELD, LLC** ("Landlord"), as Landlord, and Sublessor, as Tenant, are parties to that certain Lease Agreement dated October 12, 2012 (the "Master Lease"), as amended on February 23, 2018 (First Amendment to Lease) and December 6, 2018 (Second Amendment To Lease Agreement) (collectively, the Master Lease, the First Amendment to Lease, and the Second Amendment to Lease are referred to herein as the "Lease Documents"), demising to said Sublessor a certain premises within the project known as **Hartsfield Centre**, located at **100 Hartsfield Centre Parkway, Suite 200, Atlanta, GA 30354** (the "Building"), with said premises being more particularly described therein, (the "Premises") and;

WHEREAS, Sublessor desires to sublease the Premises to Sublessee which consists of approximately 18,557 +/- rentable square footage ("RSF") and denoted in Exhibit "A" attached hereto, and Sublessee desires to sublease the Premises from Sublessor for use by the City of South Fulton Police Department for a period of four (4) years up to and through October 31, 2026, and the Parties desire to enter into this Agreement to set forth their understanding with respect thereto. The Parties also agree to act in good faith and take all steps warranted to ensure that the life of this Sublease extends through and up to October 31, 2026 to the extent permitted by federal, state, and local law, statute, regulation, and ordinance.

NOW, THEREFORE, for and in consideration of the foregoing premises, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Sublease of Premises. Sublessor leases, demises, and sublets the Premises to Sublessee upon and subject to the covenants, agreements, terms, provisions and conditions hereinafter set forth, as herein described.

2. Master Lease. Sublessee acknowledges and agrees that this Agreement is a sublease by Sublessor under the provisions of, and is subject and subordinate to, all of the covenants, agreements, terms, provisions and conditions of the Lease Documents. All covenants, agreements, terms, provisions and conditions of the Lease Documents are incorporated herein by reference and all terms contained in this Agreement that are defined in the Lease Documents shall have the same meanings and definitions ascribed to them in the Lease Documents, unless any such term is expressly defined in this Agreement, or the context requires otherwise. Sublessee does hereby agree to be bound by and subject to the terms and conditions of the Lease Documents, and shall fully and faithfully perform, with regard to the Premises, all of the duties and obligations contained in the Lease Documents to be performed by Sublessor except as expressly modified or limited by the terms of this Agreement, in which event the terms of this Agreement shall govern and control.

3. Term; Possession. This Agreement is effective as of the date entered above. The term of this Agreement shall commence on the date which is the latter to occur of (the "Sublease Commencement Date") (i) Sublessor's delivery to Sublessee of Landlord's written approval or consent to this Agreement,

or (ii) **October 15 2022** and shall continue for a period of 12 months (“Initial Term”) for four (4) consecutive years. The Agreement will automatically renew for additional periods of 12 months unless Sublessee provides certified written notice to Sublessor that Sublessee cannot secure funding for this Sublease no later than 90 days prior to the end of each 12-month period; however, under no circumstances will the Sublease extend beyond **October 31, 2026** (the “Termination Date”), which is the date under which the term of the Master Lease expires. In the event of a termination of the Master Lease, this Agreement shall automatically terminate on the date of such termination.

Sublessor shall deliver possession of the Premises to Sublessee upon Landlord’s written approval or consent of the Sublease.

4. Delivery of Premises. The Parties acknowledge that Sublessee shall take delivery and possession of the Premises in two (2) separate, discrete portions thereof and will not take delivery or possession of, or have rights to possess or occupy, the entirety of Premises at or upon the Sublease Commencement Date. Attached hereto as Exhibit A is a Floor Plan of the Premises designating the three phases of the Premises made subject to this Agreement. Sublessor shall deliver and make the Premises available to Sublessee in accordance with the following schedule.

- A. First Phase.** Upon the Sublease Commencement Date, Sublessor shall deliver and make available to Sublessee approximately 9,400 +/- (Additional square footage of new requested from previous Phase Three) +/- RSF as identified and denoted in green and yellow in the Floor Plan attached as “Exhibit A” (the “Sublessee Portion Phase One”).
- B. Second Phase.** Sublessor shall deliver and make available the balance of the Premises (approximately 9,157 +/- (Reduction of the square footage that is being added to Phase 1) +/- RSF) (the “Sublessee Portion Phase Two”) immediately upon Sublessor securing alternative space suitable to relocate its staff. Sublessor shall have sole discretion to determine commercially reasonable alternative space to be acceptable for its use and purposes and at no time shall Sublessee have any right or authority to demand Sublessor select, let, rent, or otherwise occupy any space other than the Premises at any point in time until such time as Sublessor is satisfied.

5. Rent. Sublessee shall pay to Sublessor full-service Monthly Rent in accordance with the following schedule and/or all other Additional Rent as defined in the Lease Documents due and payable from time to time from Sublessor to Landlord.

- A. If Sublessee’s occupied portion of the Premises is Sublessee Portion Phase One:**
 - i. 9/01/22 – 8/31/23: \$141,000.00 payable in twelve (12) equal monthly payments of \$11,750.00 (\$15.00/square foot)
 - ii. 9/01/23 – 8/31/24: \$145,230.00 payable in twelve (12) equal monthly payments of \$12,102.50 (\$15.45/square foot)
 - iii. 9/01/24 – 8/31/25: \$149,554.00 payable in twelve (12) equal monthly payments of \$12,462.83 (\$15.91/square foot)
 - iv. 9/01/25 – 8/31/26: \$154,066 payable in twelve (12) equal monthly payments of \$12,838.83 (\$16.39/square foot)
- B. 9/01/26 – 10/31/26: \$17,120 payable in two (2) equal monthly payments of \$8,560.00 (\$16.88/square foot. If at any time Sublessee’s occupied portion of the Premises is Sublessee Portion Phase One; Sublessee Portion Phase Two:**
 - i. 9/01/22 – 8/31/23: \$278,355.00 payable in twelve (12) equal monthly payments of \$23,196.25 (\$15.00/square foot)

- ii. 9/01/23 – 8/31/24: \$286,705.68 payable in twelve (12) equal monthly payments of \$23,892.14 (\$15.45/square foot)
- iii. 9/01/24 – 8/31/25: \$295,306.80 payable in twelve (12) equal monthly payments of \$24,608.90 (\$15.91/square foot)
- iv. 9/01/25 – 8/31/26: \$304,166.04 payable in twelve (12) equal monthly payments of \$25,347.17 (\$16.39/square foot)
- v. 9/01/26 – 10/31/26: \$52,215.18 payable in two (2) equal monthly payments of \$26,107.59 (\$16.88/square foot)

* If the Sublease Commencement Date is delayed and/or any date other than the 1st of the month, Sublessee shall pay per diem rental.

6. Use. Sublessee may only use and occupy the Premises for the use or uses specified as a permitted use in the Lease Documents, and subject to any use limitations set forth in Landlord's consent.

7. Security Deposit. Sublessee shall deposit herewith the sum of **Eleven Thousand Seven Hundred Fifty and no/100 (\$11,750.00)** as a security deposit (the "Deposit"). The Deposit shall expand to reflect the amount of space the Sublessee is occupying. The Deposit, which shall not bear interest to Sublessee, shall be tendered as good faith security for the payment and performance of all obligations, covenants, and agreements contained herein. Upon expiration of the Sublease, and provided Sublessee is not in default under any of the terms and conditions contained herein, and whereas Tenant has vacated the premises in as good as condition as received, normal wear and tear accepted, Sublessor shall return the Deposit within twenty (20) days therefrom.

8. Obligations Under Master Lease. Sublessor shall use its commercially reasonable efforts to cause the Landlord, and any legal successor-in-interest thereto, to fully and completely perform all of Landlord's duties and obligations under the Lease Documents; provided, however, that Sublessor, by reason of the foregoing or any other provision of this Agreement, shall not be deemed to have assumed any duty or obligation of the Landlord under the Lease Documents. Sublessee shall abide by, comply in all respects with and fully, timely and completely perform all covenants, agreements, terms, provisions and conditions of the Lease Documents and shall take no action or suffer or permit anything to be done which would constitute a default under, or cause a termination of, the Master Lease, as amended or restated in the past or future. Each of the Tenant's covenants and agreements under the Lease Documents are hereby incorporated herein by reference, and Sublessee shall abide by, comply in all respects with and fully, timely and completely perform all such covenants and agreements as if Sublessee were the Tenant under the Lease Documents.

9. Holding Over. Upon the expiration or earlier termination of this Agreement's term, or the Termination Date, whichever occurs first, Sublessee shall peaceably surrender the Premises, in good condition and repair, consistent with Sublessor's obligations under the Lease Documents. If the last day of the Term falls on a Saturday or Sunday, this Agreement shall expire on the business day immediately preceding such day. Sublessee shall not remain in possession of the Premises after the expiration or earlier termination of the Term without the express written consent of Landlord and Sublessor. Should Sublessee hold over without the express written consent of Landlord and Sublessor, such tenancy shall be at the sufferance of Sublessor and not a renewal of the Term, and in such case, Sublessee shall be liable for holdover rent (inclusive of Rent and Additional Rent) at a rate equal to 200% of the largest amount that Sublessee paid (or should have paid) to Sublessor as monthly Rent and Additional Rent during the prior twelve months of the Sublease. Additionally, such tenancy at sufferance shall be subject to every other term, covenant, and provision of this Agreement. In the event Sublessee holds over, Sublessee shall be liable for all of Sublessor's direct and consequential damages, which shall include, without limitation, costs, fees, expenses, damages and attorneys' fees incurred by Sublessor as a result of Sublessee's holding over,

and damages and expenses incurred by Sublessor for its inability to deliver possession of the Premises, or any portion thereof, to Landlord.

10. Limitation of Sublessor's Liability. Sublessor shall not be responsible for, or liable to Sublessee in any way for, any failure or interruption, for any reason whatsoever, of the services or facilities that may be appurtenant to, or supplied at, the Premises, of which the Premises are a part, by the Landlord under the Lease Documents, including, without limitation, heat, air conditioning, water, and cleaning service, if any; and Sublessee agrees that unless due to the gross negligence or intentional act of Sublessor or its agents, servants and employees, no failure to furnish, or interruption of, any such services or facilities shall give rise to any (a) abatement, diminution or reduction of Sublessee's obligations under this Agreement, except as specifically provided in the Lease Documents, (b) constructive eviction, whether in whole or in part, or (c) liability on the part of Sublessor.

11. Indemnification.

A. Indemnification of Sublessor. Subject to and consistent with federal, state, and local law, regulation, and statute, Sublessee shall indemnify, defend (by counsel acceptable to Sublessor and Landlord in their sole discretion), protect and hold Sublessor and Landlord and their respective directors, officers, shareholders, partners, members, employees, contractors, assigns and mortgagees harmless from and against any and all liabilities, claims, demands, losses, and damages arising out of or relating to (i) the use or occupancy of the Premises by Sublessee or its agents, employees, or affiliates or anyone claiming by, through or under Sublessee; (ii) the failure by Sublessee or anyone claiming by, through or under Sublessee to comply with any term, condition, or covenant of this Agreement or the Lease Documents including, without limitation, Sublessee's obligation to surrender the Premises in the condition herein required; (iii) the negligence or willful misconduct of Sublessee, its agents or anyone claiming by, Indemnification through or under Sublessee; (iv) the existence of hazardous or dangerous materials on, under or about the Premises to the extent caused, stored, released, discharged or introduced by Sublessee or its agents; (v) the death of or injury to any person or damage to any property in the Sublease Premises; or (vi) the death of or injury to any person or damage to any property on or about the Premises to the extent caused by the negligence, recklessness or willful misconduct of Sublessee or its agents, employees, officers, or affiliates.

Sublessee, at its sole cost, shall resist, defend, and, in its discretion, settle any claim, action, or proceeding raised or brought in and for which Sublessee is obligated to indemnify Sublessor and/or any other indemnified parties; provided, however, any such settlement must first be approved by Sublessor and/or such other indemnified parties, such approval not to be unreasonably withheld. In connection with any such defense or settlement, Sublessee shall engage and pay counsel as required herein; and, Sublessor, at its option, may participate in any such action at Sublessee's cost and expense.

B. Indemnification of Sublessee. Subject to and consistent with federal, state, and local law, regulation, and statute, Sublessor shall indemnify, defend (by counsel acceptable to Sublessee and Landlord in their sole discretion), protect and hold Sublessee and Landlord and their respective directors, officers, shareholders, partners, members, employees, contractors, assigns and mortgagees harmless from and against any and all liabilities, claims, demands, losses, and damages arising out of or relating to (i) the use or occupancy of the Premises by Sublessor or its agents, employees, or affiliates or anyone claiming by, through or under Sublessor; (ii) the failure by Sublessor or anyone claiming by, through or under Sublessor to comply with any term, condition, or covenant of this Agreement or the Lease Documents including, without limitation, Sublessor's

obligation to surrender the Premises in the condition herein required; (iii) the negligence or willful misconduct of Sublessor, its agents or anyone claiming by, Indemnification through or under Sublessor; (iv) the existence of hazardous or dangerous materials on, under or about the Premises to the extent caused, stored, released, discharged or introduced by Sublessor or its agents; (v) the death of or injury to any person or damage to any property in the Sublease Premises; or (vi) the death of or injury to any person or damage to any property on or about the Premises to the extent caused by the negligence, recklessness or willful misconduct of Sublessor or its agents, employees, officers, or affiliates.

Sublessor, at its sole cost, shall resist, defend, and, in its discretion, settle any claim, action, or proceeding raised or brought in and for which Sublessor is obligated to indemnify Sublessee and/or any other indemnified parties; provided, however, any such settlement must first be approved by Sublessee and/or such other indemnified parties, such approval not to be unreasonably withheld. In connection with any such defense or settlement, Sublessor shall engage and pay counsel as required herein; and, Sublessee, at its option, may participate in any such action at Sublessor's cost and expense.

12. Amendment to Lease Documents. From time to time, Sublessor and Landlord, or any legal successor-in-interest thereto, may alter, amend, revise, modify, extend, or otherwise amend the Lease Documents as they deem necessary, advisable, or preferable. Sublessee shall have no right to demand, compel, or require Sublessor or Landlord to amend, modify, or alter the Lease Documents. Sublessee shall have no right to approve, revise, modify, amend, or alter any amendment, modification, revision, restatement, or extension of the Lease Documents properly agreed to by and between Sublessor and Landlord, or any legal successor-in-interest thereto.

13. Default. The occurrence of any one or more of the following events (in this Section sometimes called an "Event of Default") shall constitute a default and breach of this Agreement by Sublessee:

- A.** If Sublessee fails to pay Base Rent, Additional Rent, or any other amount owed hereunder when due and payable.
- B.** If Sublessee fails to comply with any of the terms and provisions of the Lease Documents or causes or permits any default under the Lease Documents, beyond any applicable cure or grace period afforded therein.
- C.** If Sublessee fails to perform any of Sublessee's non-monetary obligations under this Agreement for a period of ten (10) days after written notice thereof is given by Sublessor to Sublessee; provided, however, that if such failure is of the nature that it cannot reasonably be cured within such ten (10) day period, then Sublessee shall have such additional time as is reasonably necessary to cure such failure, so long as Sublessee diligently commences to cure such failure within such ten (10) day period and thereafter diligently pursues such cure to completion.
- D.** If (i) Sublessee makes a general assignment or general arrangement for the benefit of creditors; or (ii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Sublessee and is not dismissed within sixty (60) days; or (iii) a trustee or receiver is appointed to take possession of substantially all of Sublessee's assets located at the Premises or of Sublessee's interest in this Agreement and possession is not restored to Sublessee within sixty (60) days; or (iv) substantially all of Sublessee's assets located at the Premises or of Sublessee's interest in this Agreement is

subjected to attachment, execution or other judicial or non-judicial seizure which is not discharged within sixty (60) days.

14. Remedies. The terms and provisions contained in Articles 17 and 18 of the Master Lease, as amended or restated in the First Amendment, Second Amendment, and subsequent amendments or modification between Landlord and Sublessor, concerning Sublessor's default and Landlord's remedies thereunder shall govern Sublessee's default and Sublessor's remedies under this Agreement. All rights and remedies available to Sublessor in this Agreement are cumulative and in addition to every other right or remedy now or hereafter existing at law or in equity, whether or not stated in this Agreement, and the exercise by Sublessor of any one or more of such rights or remedies shall not preclude the concurrent or later exercise of any or all such other rights or remedies. Sublessor's election to proceed in one form of action or proceeding, or via exercise of one or more form of remedy, or against any party, or on any obligation, shall not constitute a waiver of Sublessor's right to proceed in any other form of action or proceeding or against other parties unless Sublessor has expressly waived such right in writing.

Upon the occurrence of an Event of Default by Sublessee, and at any time thereafter, without limiting Sublessor in the exercise of any other right or remedy which Sublessor may have, Sublessor shall be entitled to exercise the following rights and remedies:

- A. Sublessor shall have the right to serve a written notice of cancellation of this Agreement upon Sublessee, and, upon the expiration of three (3) days following the giving of such notice, if the default has still not been cured, this Agreement and the Term hereunder shall end and expire as fully and completely as if the date of expiration of such three (3) day period were the day herein fixed for the expiration of the Sublease and the Term demised, and Sublessee shall then quit and surrender the Premises to Sublessor, but Sublessee shall remain liable as hereinbefore provided in this Agreement for the time period in which Sublessee was in possession and/or control of the Premises.
- B. Sublessor shall be entitled to immediately commence a dispossessory proceeding to recover possession of the Premises, along with any damages allowed at law and/or pursuant to the terms of this Agreement and/or the Lease Documents.
- C. At any time after an Event of Default, Sublessor, at its election, may recover from Sublessee, and Sublessee shall pay to Sublessor, within thirty (30) days of written demand, damages for Sublessee's default, in an amount equal to the then present worth of (A) the aggregate of the Base Rent, Additional Rent, and any other charges to be paid by Sublessee hereunder for the unexpired portion of the Term (assuming this Agreement had not been terminated), less (B) the fair market rental value of the Premises during such period, together with all other damages suffered by Sublessor, which shall include, without limitation, all costs of renovating the Premises, reletting same. Nothing herein contained shall limit or prejudice the right of Sublessor to prove and obtain, as damages, an amount greater than the sum produced by the calculation referred to above.
- D. The failure of Sublessor to insist upon the strict performance of any of the terms herein shall not constitute a waiver by Sublessor of its right to strictly enforce the provisions hereof in any instance. The provisions of this paragraph shall not be construed to extend the grace, cure, or notice periods provided for elsewhere in this Agreement.

15. Insurance. Sublessee shall carry insurance in the amounts and limits substantially equal to, and in accordance with those required of the Tenant set forth in Article 11 of the Master Lease and shall name Sublessor and Landlord as additional insureds. Sublessee shall provide proof of all required insurance

as reasonably requested by Sublessor including, but not limited to, providing a valid Certificate of Insurance reflecting the addition of Sublessor and Landlord as additional insureds with the insurer(s) and policy number(s) expressly identified therein. Sublessor shall also be entitled to copies of certified copies of all required policies of insurance upon reasonable request.

16. Assignment. This Agreement may not be assigned, sold, conveyed, alienated, or otherwise transferred by Sublessee, in whole or in part, without the prior written consent of Sublessor and the Landlord, or any legal successor-in-interest thereto, and any such assignment or transfer without such consent shall be null and void and of no force or effect. Any such assignment is subject to the terms and conditions of the Lease Documents, including the right of Landlord to withhold consent or approval of any such assignment. Sublessor may withhold consent or approval of any assignment or transfer of Sublessee's rights to the Premises under this Agreement for any reason and approval thereof is subject to Sublessor's sole discretion. No such assignment or transfer shall relieve Sublessee of liability for the performance of its duties and obligations under this Agreement.

17. Entire Agreement; Modification. This Agreement supersedes all prior discussions and agreements between Sublessor and Sublessee with respect to the subleasing of the Premises and other matters contained herein, and this Agreement contains the sole and entire understanding between Sublessor and Sublessee with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of both Sublessor and Sublessee and consented to, in writing, by the Landlord, or any legal successor-in-interest thereto.

18. General Provisions. The General Provisions set forth in **Exhibit "B"** attached hereto are hereby incorporated herein by this reference and are and shall be construed to be made a part of this Agreement by such reference, in the same manner and with the same effect as if such provisions were set forth in full and at length herein.

19. Contingency for Landlord's Consent. The Parties hereto agree that this Agreement shall be subject to landlord's written consent. Should Landlord withhold said consent, for any reason whatsoever, this Agreement shall be without force and effect.

20. Covenants, Representations and Warranties of Sublessor. Sublessor hereby covenants, represents and warrants for the benefit of Sublessee as follows:

- A. Sublessor has fulfilled, and shall continue to fulfill, all of its material duties and responsibilities under the Lease Documents.
- B. No default or Event of Default currently exists under the Lease Documents, nor does there exist any occurrence which, with the giving of notice or the passage of time, could constitute an Event of Default by either party under the Lease Documents;
- C. While this Agreement is in effect, Sublessor shall not modify or amend the terms of the Lease Documents without the prior written notice to Sublessee.
- D. The Master Lease is in full force and effect and has not been revised, modified or amended by the parties except as herein disclosed, and a true and correct copy of such Master Lease and all related amendments have been provided to Sublessee.
- E. There are no outstanding notices received by Sublessor from Landlord requiring any further actions.

- F. ***Other than furniture***, any fixtures or items installed by Sublessor that must be removed at the termination of the Lease shall be removed by Sublessor. Any fixtures or items installed by Sublessee shall be removed by Sublessee upon expiration of this sublease.
- G. To the best of Sublessor's knowledge, there exists no contamination of the Premises by hazardous materials, and Sublessor has not disposed of any hazardous substances or other materials on the Premises.
21. **Addenda**. Exhibit A "Floor Plan" and Exhibit B "General Provisions".
22. **Special Stipulations**.
- A. **Occupied Areas**. Sublessee shall have and share the entirety of the Premises on a non-exclusive basis with Sublessor with exception to those areas denoted for exclusive use by one party or the other as attached per Exhibit A. Sublessee shall initially occupy – on an exclusive basis –the Sublessee Portion Phase One immediately upon receipt of Landlord's written consent to this Sublease as set forth herein.
- B. **Sublessor Expenses**. Sublessor shall remain solely liable to Landlord for the following expenses: "Basic Costs" as referenced in Article 4(b), (c) and (d) of the Master Lease
- C. **Internet/Telecommunications**. Prior to or upon Sublessor's delivery of the Premises to Sublessee, Sublessor has authority to remove all hardware, including cables, wires, outlets, junction boxes, or any other physical or intangible means necessary to effectuate internet, telecommunications, and/or other similar electronic utilities or communications to service the Premises.
- D. **Parking/Access Cards**. Sublessee shall have the rights of the Tenant for parking and/or access cards or other similar devices as given in the Lease Documents.
- E. **Furnishings**. Sublessee shall have use of the following office furnishings and shall assume ownership of the following furnishings 'free and clear' (and memorialized with a Bill of Sale for the sum of \$50,000.00) after all rent obligations herein are met and further provided Sublessee remains in tenancy of the Premises beyond the initial term hereof (either continuing as a Sublessee with Sublessor or should Sublessee enter into a direct lease with Landlord).
- F. **Brokers**. *T. Dallas Smith & Company* has acted as agent for Sublessee in this transaction and shall be compensated by Sublessee per separate agreement. *Lee & Associates Commercial Real Estate Services – Atlanta, LLC* has as acted as agent for Sublessor in this transaction and shall be compensated by Sublessor as per separate agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed, sealed and delivered this Sublease Agreement as of the day and year first above written.

SUBLESSOR:

Triumph Motorcycles (America), Ltd,
a Georgia corporation

WITNESS:

By: _____

Name: _____
[print]

Title: _____

Address for notices:

(---) --- - ---- Telephone

Attn: _____ (name and e-mail)

SUBLESSEE:

City of South Fulton

CLERK:

By: _____

Name: Tammi Saddler-Jones

Title: City Manager, City of South Fulton

Approved as to form:

City Attorney

Address for notices:

5440 Fulton Industrial Boulevard, SW

Atlanta, GA 30336

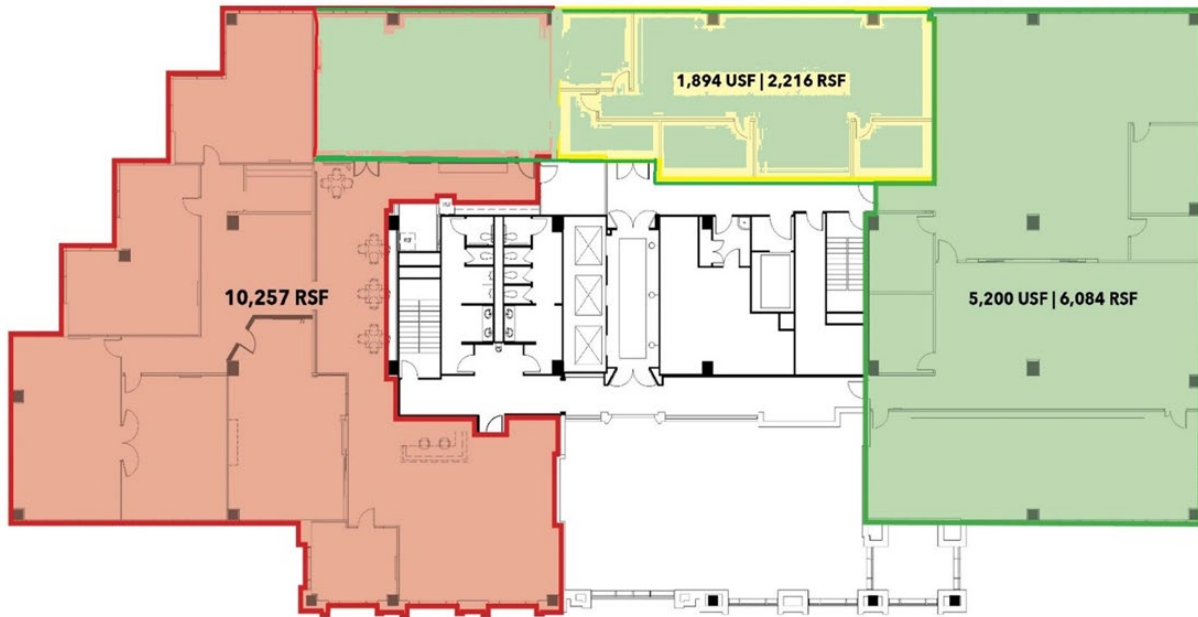
(470) 809-7300 Telephone

Attn: accountspayable@cityofsouthfultonga.gov

EXHIBIT "A"

FLOOR PLAN

10,257 RSF previous plan
-1,100 sqft +/- (space allocated to Phase 1)
9,157 RSF proposed plan



1,894 USF / 2,216 RSF previous plan
+1,100 sqft +/- (newly requested space)
2,994 USF / 3,316 RSF proposed plan

EXHIBIT "B"

GENERAL PROVISIONS

(a) **Notices; Facsimile as Writing.** All notices, consents, demands, requests, documents, or other communications (other than payment of Rent) required or permitted hereunder (collectively, "notices") shall be deemed given, whether actually received or not, when dispatched for local hand delivery or one (1) Business Day after deposited for delivery by air or next-day express courier (with signed receipts) to the other party, or on the fourth Business Day after deposit in the United States mail, postage prepaid, certified, return receipt requested, except for notice of change of address which shall be deemed given only upon actual receipt. Notices may be given by facsimile, so long as a copy is provided otherwise in accordance with the terms hereof. The time period for any action or response to any notice shall begin upon actual receipt of such notice (with receipt of a facsimile copy not constituting receipt for purposes of commencing any such period), with rejection or other refusal, or inability to deliver, being deemed receipt. The addresses of the parties for notices shall be the addresses set forth below each party's execution of this Agreement, or such other address subsequently specified by each party in notices given pursuant to this paragraph. If Sublessee specifies the Premises as its address for notices in accordance with the preceding sentence, then notices delivered to the Premises (and tacked thereto if Sublessee is not in occupancy thereof at the time of delivery), whether Sublessee is in occupancy thereof, shall be deemed to have been effectively given in accordance with the terms of this Agreement.

The parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes hereunder.

This subparagraph (a) shall not be deemed to modify the Master Lease with respect to any notices, consents, demands, requests, documents or other communications required or permitted thereunder or how the same are to be given or the date on which the same are deemed given or received.

(b) **Headings.** The use of headings, captions and numbers is solely for the convenience of identifying and indexing the various provisions herein and shall in no event be considered otherwise in construing or interpreting any provision hereof.

(c) **Exhibits.** Each and every exhibit referred to or otherwise mentioned herein is attached hereto and is and shall be construed to be made a part hereof by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(d) **Pronouns.** Wherever appropriate herein, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(e) **Severability.** If any term, covenant, condition or provision hereof, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder hereof or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be

invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

(f) **Time of Essence.** Time is of the essence hereof.

(g) **Applicable Law.** This agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

(h) **Authority.** Each party hereto warrants and represents that such party has full and complete authority to enter into this agreement and each person executing this agreement on behalf of a party warrants and represents that such person has been fully authorized to execute this agreement on behalf of such party and that such party is bound by the signature of such person.

(i) **No Recording.** In no event shall this agreement or any memorandum hereof be recorded in any public records.

(j) **Binding Effect.** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto to the same extent as if each such successor and assign were named as a party hereto.

(k) **No Third Party Beneficiaries Other than Landlord.** Except for the Landlord, the Parties do not intend to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties, and shall inure solely to the benefit of the Parties.

(l) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “pdf” signature page were an original thereof.



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Request Council Approval to Negotiate a Sublease for a Public Works Operations Center

DATE OF MEETING: 10/11/2022

DEPARTMENT: City Manager



CITY OF SOUTH FULTON



COUNCIL AGENDA ITEM

COUNCIL SPECIAL MEETING

SUBJECT: Request Council Approval of A Resolution to Purchase Equipment and Vehicles from Jacobs/CH2M Hill

DATE OF MEETING: 10/11/2022

DEPARTMENT: City Manager

ATTACHMENTS:

Description	Type	Upload Date
Res2022 Resolution Approving Receipt, Acquisition or Purchase of Personal Property (Jacob's)	Cover Memo	10/7/2022
SF Vehicle Final Cost Ltr Jacobs to City Manager September 24 2022_Redacted	Cover Memo	10/7/2022

**A RESOLUTION APPROVING THE ACCEPTANCE, RECEIPT, PURCHASE,
ASSUMPTION AND/OR ACQUISITION OF PERSONAL PROPERTY, AND FOR
OTHER PURPOSES**

WHEREAS, the City of South Fulton, Georgia ("City") is a municipal corporation duly organized and existing under its Charter and the laws of the State of Georgia, and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council thereof ("City Council"); and

WHEREAS, the City is authorized to acquire, hold, or lease any real, personal, or mixed property in fee simple or lesser interest (See § 1.12 (b)(7) and (21)); and

WHEREAS, the city manager is the chief administrative officer of the city with the responsibility of administering all of the city affairs placed in the city manager's charge by or under the Charter - § 3.25; and

WHEREAS, the City desires to accept, receive, assume, acquire and/or obtain personal property, to wit: motor vehicles, light and heavy-duty equipment, machinery and other personal property from Jacobs, fka, CH2M Hill Engineers, Inc., or their affiliates, lessors and/or other owners of said personal property that has an estimated total value in excess of \$900,000 for the intended use, assets and benefit of the City, through its Public Works Department. (the subject "Personal Property"); and

WHEREAS, the City, pursuant to Section 3.22 (b) (4), authorizes the Mayor to sign and execute all written and approved contracts, ordinances, resolutions, and other instruments on behalf of the City. The City Council, however, may also delegate contract signing authority to the city manager to the extent allowed by law; and

WHEREAS, this Resolution is in the best interests of the general welfare of the City and its employees and residents.

THE COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, HEREBY RESOLVES
as follows:

Section 1. The City finds that the acceptance, receipt, assumption of any current or existing leases, acquisition and/or purchase of personal property from Jacobs, fka, CH2M Hill Engineers, Inc., its affiliates, lessors and/or other owners of said personal property with an estimated total value in excess of \$900,000 would be in furtherance of legitimate governmental purposes by providing necessary vehicles and equipment to perform and carry out governmental operations (i.e., Public Works).

Section 2. The City Manager is authorized to do all things necessary or appropriate to effectuate the purposes and intent of this Resolution, that is, to facilitate, implement and/or execute all necessary documents to effectuate the proper titling, ownership, transfer, registration, purchase, conveyance and/or lease of the personal property currently owned or leased by and through Jacob's or other third-party owners, financiers and/or lenders to the City, which has previously been budgeted and approved by City Council and, if necessary, to obtain the assistance or input from any department head, employee and/or City Attorney, as deemed necessary.

Section 3. The City Attorney and City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing, codification, and supplementation purposes.

Section 4. All resolutions, or parts thereof, that conflict with this Resolution are, to the extent of such conflict, hereby repealed.

Section 5. Severability. To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

Section 6. The effective date of this Resolution shall be from the date of adoption, unless provided otherwise by the City Charter or state and/or federal law.

[signatures and voting tabulations appear on the following page]



9191 Jamaica Street
Englewood, CO 80112
United States

September 22, 2022

City of South Fulton
Attn: Ms. Tammi Saddler Jones
5440 Fulton Industrial Boulevard, SW
South Fulton, GA 30336

Re: **City of South Fulton, Georgia and CH2M Hill Engineers, Inc., Agreement for Public Works Services**

Dear Ms. Saddler Jones:

Please find attached a list of equipment and vehicles purchased and leased during the execution of CH2M Hill/City of South Fulton contract. Pursuant to Article 7, Section 7.1 of the agreement, the cost of transitioning the vehicles and equipment to the city is \$980,232.00.

Your Public Works team has performed all requested inspections and upon making payment in full, all necessary documents will be sent to the city. Please allow sufficient time to allow for processing. Below are the wiring instructions to remit payment:



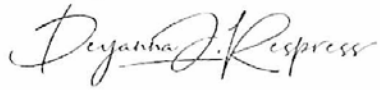
CCD+ Addendum Record Format

<u>Description</u>	<u>Content</u>	<u>Position</u>
Auction identifier	XXX	3 alpha/numeric
Separator	**	2 character
VIN number	XXXXXXXXXXXXXXXXXX	17 alpha/numeric
Separator	*	1 character
Gross amount	XXXXX.XX	8 numeric/character
Separator	*	1 character
Net amount	XXXXX.XX	8 numeric/character
Separator	*	1 character
Date of sale	MM/DD/YY	8 numeric/character

Example: 601**1FACP57UXPA211151*07800.00*07590.00*05/18/98

Lastly, please complete the Bulk Used Vehicle Sale Form and remit to the address listed on the form. Should you or your staff have any questions please feel free to contact us.

Sincerely,

A handwritten signature in cursive script that reads "Deyanna J. Respress".

Deyanna Respress
Manager of Projects

cc: The Honorable khalid kamau, Mayor, The City of South Fulton
Jonathan Mantay, Vice President & Global Director, Jacobs

Wheels #	Year	Make	Model Description	VIN	Mileage/Hours of Service 08/23/2022	Owned/Leased	Total sale price
N/A	2019	John Deere	Z960M Gas MidZ Mower		646.9 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		786.8 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		738.0 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		760.4 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		768.2 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		771.8 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		816.2 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		1,005.7 Hours	Owned	\$1
N/A	2019	John Deere	Z960M Gas MidZ Mower		650.9 Hours	Owned	\$1
N/A		Ventrac	4500Z		103.0 Hours	Owned	\$1
N/A	2019	John Deere	John Deere Z960M Gas MidZ Mower		594.4 Hours	Owned	\$1
10DXTA	2020	Hooper	7x20' Hooper Landscape Trailer		-	Owned	\$1
10DXSA	2020	Hooper	7x20' Hooper Landscape Trailer		-	Owned	\$1
10DXWA	2020	Hooper	7x20' Hooper Landscape Trailer		-	Owned	\$1
10DXUA	2020	Hooper	7x20' Hooper Landscape Trailer		-	Owned	\$1
13BLTA	2021	Hooper	2021 Hooper 5X8 Utility Trailer		-	Owned	\$1
N/A	2019		Utility Trailer - Water Tank		-	Owned	\$1
N/A	2017		Falcon - Asphalt Patch Trailer		-	Owned	\$1
N/A	2021		Currahee 5x8' Utility Trailer - Trash		-	Owned	\$1
N/A			29' Anderson Equipment Trailer-TA82915TC		-	Owned	\$1
0X5TV3	2019	Ford	F-150 XL 2WD		34,958.4 Miles	Leased	\$30,115
0X5TW3	2019	Ford	F-150 XL 2WD		27,328.0 Miles	Leased	\$30,565
0X5TX3	2019	Ford	F-150 XL 2WD		52,704.0 Miles	Leased	\$28,465
0X5TY3	2019	Ford	F-150 XL 2WD		52,488.0 Miles	Leased	\$28,465
0X5UH3	2019	Ford	F-150 XL 4WD		34,508.6 Miles	Leased	\$32,615
0X5UJ3	2019	Ford	F-150 XL 4WD		79,301.9 Miles	Leased	\$28,815
0X5UM3	2019	Ford	F-150 XL 4WD		33,179.1 Miles	Leased	\$32,615
0X5UN3	2019	Ford	F-150 XL 4WD		43,236.0 Miles	Leased	\$31,715
0X5UP3	2019	Ford	F-150 XL 4WD		59,824.0 Miles	Leased	\$30,440
0X64L3	2019	Ford	F-250 Crew Cab 4WD Pickup		48,846.0 Miles	Leased	\$37,915
0X64N3	2019	Ford	F-250 Crew Cab 4WD Pickup		47,746.0 Miles	Leased	\$37,915
0X6DJ3	2019	Ford	F-250 Crew Cab 4WD Pickup		44,656.0 Miles	Leased	\$37,915

0X6DK3	2019	Ford	F-250 SD Crew Cab 4WD Pickup w/plow		44,260.0 Miles	Leased	\$37,915
0ZW603	2020	Ford	F-350 SD 4WD Supercab Pickup		15,055.0 Miles	Leased	\$38,465
1106T3	2021	Freightliner	M2106 2DR Conventional 5 Yard Dump Truck		22,181.0 Miles	Leased	\$74,565
0Y05D3	2015	Caterpillar	Caterpillar 12M Motograder		3,644.1 Hours	Leased	\$90,065
							\$628,585
	2017		Ford Transit Connect Van		39,940 Miles	Leased	\$18,325
	2019		Ford F550 Bucket truck - 40' articulating Boom		44,398.0 Miles	Leased	\$36,650
	2019		Freightliner M2 Grappler Truck		56,998.6 Miles	Leased	\$53,000
	2019		Caterpillar EQ 289D Track Loader (Skid Steer)		337.0 Hours	Leased	\$55,000
	2019		Caterpillar EQ 420F Backhoe		368.8 Hours	Leased	\$105,000
	2019		Mini Excavator-Equipment 305.5E2 HEXMN		242.8 Hours	Leased	\$72,000
	2019		6145M Mid Mount Boom Mower Tractor w/ Batwing Cutters		852.2 Hours	Leased	\$30,000
							\$351,650
						Total Sales	\$980,232

Bulk Used Vehicle Sale Form

Seller Information

Wheels Inc
666 Garland Pl
Des Plaines, IL 60016

(please make payment payable to Wheels LT via certified or cashier's check)

Purchaser Information

Purchaser Name

Street Address

City

ST

Zip Code

Phone Number

Vehicle Information

*Please see attached Schedule A of accompanying vehicles to be purchased as part of bulk disposal. Purchaser agrees to purchase and provide funds for each of the attached vehicles as it is represented in the Schedule A. ***Upon receipt of funds for the listed vehicles, Wheels will send and release titles to purchaser free and clear of any liens or ownership holding.***

**Vehicles are to be purchased in "as-is" condition. The seller assumes no further responsibility for repairs on said vehicles

Federal Odometer Disclosure

Federal Odometer Disclosure: Federal Law, and State Law (if applicable) requires the purchaser to disclose and state the mileage upon ownership transfer. Failure to complete or providing a false statement may result in fines or legal obligations.

I, _____, certify that the odometer for the purchased vehicles on the attached to the best of my knowledge reflects the actual mileage of the corresponding vehicle on the attached Schedule.

Purchaser Signature

Purchaser (or agent of purchaser) Hand Written Name (agent of purchaser)

Purchaser's Signature

Notice is hereby given that the rights, but not the obligations, of Wheels, Inc. and Wheels LT under the sale agreement for the vehicles included on the attached Schedule have been assigned to Wheels LT pursuant to an agreement among Wheels, Inc. and Wheels, LT.