

June 2, 2022

Augusta, Georgia Commission
Attn: Takiyah Douse, Interim Administrator
Phone: 706-821-2898
Email: TDouse@augustaga.gov

**RE: Letter of Intent – Department of Driver Services
Lease #5052 – 3423 Mike Padgett Hwy. Augusta, Georgia 30906**

Dear Ms. Douse:

Thank you for your efforts to date in proposing and providing information to State Properties Commission ("Tenant") and Department of Driver Services ("Occupying Agency") regarding the potential continued lease of the space at the above referenced address. Please review the following terms and conditions. Once fully executed, this letter will signal agreement to terms and conditions for a new lease agreement. This is a non-binding offer. We request your response within ten (10) business days of the date of this letter.

PROPOSED PREMISES INFORMATION

LANDLORD NAME AND MAILING ADDRESS	Augusta, Georgia Commission Attn: Takiyah Douse, Interim Administrator 535 Telfair St. Augusta, Georgia 30901
PREMISES ADDRESS / SUITE:	3423 Mike Padgett Hwy. Augusta, Georgia 30906 Entire Building The Premises is shown in the plan attached as Exhibit A
PREMISES SIZE:	4,171 Rentable Square Feet (RSF)

PROPOSED LEASE TERMS

COMMENCEMENT DATE:	To be determined
TERM:	The Term of the lease shall be 10 years.
RENEWAL OPTIONS:	Tenant shall have 10 options to renew the Term of the Lease, each option being for a period of <u>1</u> year.

RENTAL RATE:	<div>The following Rental Rate schedule outlines the Modified Gross rate that the Landlord is proposing to Tenant for the Term.</div> <table><tr><th>FISCAL YEAR(S)</th><th>PERIOD</th><th>ANNUAL RENT</th></tr><tr><td>2023 - 2033</td><td>7/1/22 – 6/30/33</td><td>\$1.00</td></tr></table>	FISCAL YEAR(S)	PERIOD	ANNUAL RENT	2023 - 2033	7/1/22 – 6/30/33	\$1.00																											
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OPERATING EXPENSES:	Landlord shall be responsible for all facility maintenance related expenses for the Term including any renewals.																																	
UTILITIES:	Tenant shall maintain accounts in its name for any utility used by Tenant to service the Premises including electricity, gas, water, sewer, data/internet, and telephone and shall pay for these utilities directly to the appropriate utility service provider.																																	
JANITORIAL:	Tenant shall furnish and pay for all janitorial services for the Premises.																																	
PARKING:	All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant. The Parking lot is located outside of the building.																																	
GROUNDS MAINTENANCE:	Tenant shall be responsible to keep the premises and the yard / grounds thereof in a clean and sanitary condition and shall immediately pick up or remove any pet waste, garbage or other debris left or deposited onto the premise or grounds thereof. Tenant shall, at tenant's																																	

	expense, maintain the premise by cutting, maintaining the premise by watering, weeding and overall conditioning of the lawn, shrubs, trees and landscaping.
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OTHER BUSINESS TERMS

OBLIGATION TO OPERATE, REPAIR & MAINTAIN:	Landlord will be responsible for all building and property operations, interior and exterior repairs, and maintenance of the Premises at no additional charge to Tenant. This shall not include any repairs to the tenants furniture or millwork installations.
SIGNAGE RIGHTS:	Should Tenant require a signage change in, on, or around the building during the term of the lease, Tenant, , shall be permitted to update signage. All signage shall be subject to local ordinances and all government or association approvals. All signage will be erected and installed at the tenants expense. The Landlord shall be responsible for all ADA signage.

TENANT IMPROVEMENTS

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OTHER LEGAL TERMS

AT-WILL PERIOD:	<p>Landlord and Tenant hereby acknowledge and agree that during the time period from June 30, 2021 through the Commencement Date of this agreement (the "At-Will Period"):</p> <ol style="list-style-type: none"> 1. Tenant's Subtenant or the state entity occupying the Premises (the "Occupying Agency") continually occupied the Premises. 2. The Occupying Agency continued to pay Rent to Landlord for the Premises. 3. Landlord continued to accept Rent from the Occupying Agency. 4. No additional amounts are due from Tenant and/or the Occupying Agency to Landlord for obligations accruing during the At-Will Period.
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If the foregoing offer is acceptable to Landlord and Landlord agrees to undertake good faith negotiations with Tenant in order to finalize a Lease Document embodying the terms set forth above, please execute this letter where indicated below and return a copy to our office (via email) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss, please call.

Jessica Holliman
State Properties Commission
270 Washington Street SW, Suite 2-129
Atlanta, Georgia
Jessica.holliman@spc.ga.gov
404-405-6848

Department of Driver Services-5052
3423 Mike Padgett Hwy. Augusta, Georgia 30906

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2023.

Landlord: RICHMOND COUNTY BOARD OF COMMISSIONERS

By: _____

Name: _____

(print name)

Its: _____

AGREED AND ACCEPTED THIS ____ DAY OF _____, 2023.

Occupying Agency: DEPARTMENT OF DRIVER SERVICES

By: Spencer R. Moore 9/10/23

Name: Spencer R. Moore
(print name)

Its: Commissioner

By signing, the Occupying Agency approves this Letter of Intent as to content including monetary obligations that will be incurred by the Occupying Agency subsequent to the execution of the lease by the State Properties Commission and the Landlord, and upon assignment of the Premises to such Occupying Agency by the State Properties Commission.

Exhibit A

Floor plan / description of Premises

