

9/6/2022

Ms. Stephanie Johnson  
Effingham County Board of Commissioners  
601 N. Laurel Street  
Springfield, Georgia 31329  
912-754-2123  
sjohnson@effinghamcounty.org

**RE: Lease #8588 – 768 Georgia Highway 119 South, Springfield, Georgia 31329**

Dear Ms. Stephanie:

Thank you for your efforts in providing information to State Properties Commission ("**Tenant**") and the Department of Juvenile Justice ("**Occupying Agency**") regarding their lease of the space at the above referenced address. Please review the following terms and conditions. Once fully executed, this letter will signal Landlord's agreement to said terms and conditions such that Tenant and Landlord can negotiate and enter into a lease agreement. This is a non-binding offer from Tenant to Landlord.

<b>LANDLORD LEGAL NAME:</b>	Effingham County Board of Commissioners								
<b>LANDLORD NOTICE:</b>	804 S. Laurel Street Springfield, Georgia 31329								
<b>LANDLORD RENT:</b>	804 S. Laurel Street Springfield, Georgia 31329								
<b>PREMISES BUILDING ADDRESS:</b>	768 Georgia Highway 119 South Springfield, Georgia 31329								
<b>PREMISES:</b>	2,489 Rentable Square Feet (RSF) in a Multi Tenant building The Premises is further described attached hereto in Exhibit A - Floor Plan								
<b>COMMENCEMENT DATE:</b>	July 1, 2022								
<b>TERM:</b>	The initial term of the lease shall be One (1) year.								
<b>RENTAL RATE:</b>	The following Rental Rate schedule outlines the Full Service Gross rate that the Landlord is proposing to Tenant for the Term. Tenant shall not receive any pass-throughs from Landlord as it relates to Operating Expenses for the Building and Premises. <table border="1" data-bbox="522 1579 1414 1661"><thead><tr><th>FISCAL YEAR</th><th>PERIOD</th><th>MONTHLY RENT</th><th>ANNUAL RENT</th></tr></thead><tbody><tr><td>2023</td><td>7/1/22 – 6/30/23</td><td>\$1,725.00</td><td>\$20,700.00</td></tr></tbody></table>	FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT	2023	7/1/22 – 6/30/23	\$1,725.00	\$20,700.00
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2023	7/1/22 – 6/30/23	\$1,725.00	\$20,700.00						
<b>RENEWAL OPTIONS:</b>	Five (5), one-year options								

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<b>OPERATING EXPENSE:</b>	Tenant shall not pay increases in Operating Expenses																								
<b>LANDSCAPING:</b>	<p>Landlord shall be responsible for landscaping and removal of garbage, straw and refuse from the exterior and common areas of the building.</p> <p>Landlord shall also provide quarterly pest control service.</p>																								
<b>UTILITIES:</b>	Landlord shall provide and Landlord shall pay for all utilities, except phone and Internet.																								
<b>JANITORIAL:</b>	Landlord shall be responsible for all janitorial services and supplies for general cleaning of the Premises and common areas.																								
<b>SIGNAGE RIGHTS</b>	Tenant, at Tenant’s sole cost and expense, shall be permitted to install and place Tenant’s name in, on, and around the building, on monument(s)/pylon(s), and at the point of ingress to the Premises. Tenant’s rights to such signage shall be for the entire initial lease term as well as all renewal periods. All signage shall be subject to local ordinances and all government or association approvals.																								
<b>TENANT IMPROVMENTS &amp; REPAIRS</b>	<p>Landlord, at Landlord’s sole cost and expense, shall complete the following work (hereinafter “<b>Tenant Improvement Scope of Work</b>”) within the Premises and/or the Building within <b>120</b> days following the Commencement Date or such other date agreed upon in writing by both Landlord and Tenant. All design costs, including space planning, construction document preparation, and mechanical, electrical, and plumbing (MEP) preparation services, and project management costs for the Tenant Improvement Scope of Work shall be paid for by Landlord. Landlord shall enforce warranties provided by contractors, vendors, or suppliers providing construction services in the Premises and/or Building. All work shall be done in a good and workmanlike manner at times that do not unreasonably interfere with Tenant’s or Occupying Agency’s normal business activities.</p> <ol style="list-style-type: none"> <li><b>1. Full Repainting.</b> <ol style="list-style-type: none"> <li>a. Fill any surface depressions and prepare surfaces for repainting.</li> <li>b. Provide one coat of primer and two coats (minimum) of finish paint in Occupying Agency’s choice of color. Paint finish to be Flat in general areas and eggshell in the Breakroom, Restrooms and Janitor Closet.</li> <li>c. All door frames are to be repainted semi-gloss.</li> <li>d. Provide allowance for use of up to 1 accent paint on 20% of the partitions.</li> <li>e. Occupying Agency shall disconnect and move any personal items, computers or other electronic equipment.</li> <li>f. Landlord shall move and reinstall Occupying Agency’s furniture. Landlord shall remove and reinstall all electrical cover plates, pictures, and other wall-mounted items on those walls being painted.</li> </ol> </li> </ol>																								

**2. New Carpet Base.**

- a. Remove and dispose of existing carpeting, padding and related material. Prepare and/or level the surface as required for proper installation of the new carpet.
- b. The new carpet must be commercial grade, level loop, 26 ounce direct-glue carpet tiles installed with no pad in **the hallway area**. Carpet shall have permanent stain resistant properties that cannot be removed by commercial cleanings or abrasive wear.
- c. Occupying Agency shall choose the new carpet from a finish board of qualified samples.
- d. Provide continuous roll 4" high rubber base with pre-formed corners throughout. Provide straight base at carpeted floors and coved base at hard surface floors.
- e. Provide appropriate transition strips for flooring material changes between dissimilar flooring materials.
- f. Landlord shall be responsible for any moving and reinstallation of Occupying Agency's furniture. Occupying Agency shall disconnect and move any personal items, computers, or other electronic equipment.
- g. Landlord shall have the carpet in the Premises professionally steam-cleaned (and then again, each subsequent year by July 1).

**3. Repair / Replace Ceiling Tiles.**

- a. Restore ceiling grid to "like-new" condition including removing all marks or damage. Repaint existing grid if discolored. Fill and paint any screw holes.
- b. Reuse existing ceiling tile to the fullest extent possible. Replace all damaged, chipped, stained, or discolored tiles with new to match existing as required. The mixing of old and new tiles within one space is not acceptable
- c. Existing grid is to be straightened and leveled as required. Replace any damaged or discolored members.
- d. All lamps within fixtures are to be fully functional and of the same color temperature. Replace all lamps not meeting these criteria as required.

**4. Building Exterior Condition Repair.**

- a. Handicap spaces shall be clearly marked and in accordance with local regulations.
- b. Landlord shall have the exterior of the building repainted.
- c. Landlord shall ensure the ADA ramp is unlocked and available for use during normal business hours.

**5. HVAC Test and Balance.**

Landlord shall have a Test and Balance report completed on the Building's heating, ventilation, and air conditioning system to minimize areas of hot and cold caused by inadequate or excessive air flow on an annual basis. The Test and Balance report shall be provided to the Tenant and/or Occupying Agency on an Annual basis.

Landlord and Landlord's management company both agree that they will not charge Tenant a construction management fee.

<b>OBLIGATION TO REPAIR &amp; MAINTAIN:</b>	Landlord will be responsible for all interior and exterior repairs and maintenance of the Premises at no additional charge to Tenant, except for damage or disrepair caused by the gross negligence or willful misconduct of Tenant, its employees, agents or contractors.
<b>COMPLIANCE WITH LAWS:</b>	Landlord, at Landlord’s sole cost and expense, will be responsible for making the entire Building and Premises fully compliant with all required (present and future), local, state and federal regulations and guidelines, including those governing American with Disabilities Act, fire, life safety, environmental and OSHA codes.
<b>AUTHORITY:</b>	Landlord represents to Tenant that it is the owner of the Building, that the zoning necessary to proceed with the project has been approved, and that Landlord has full authority to enter into this LOI and a lease agreement.
<b>LEASE DOCUMENT:</b>	Tenant and Landlord reserve the right to address further modifications in the lease document prior to finalizing this contemplated transaction.
<b>CONFIDENTIALITY:</b>	This proposal and all discussion related thereto shall be held in confidence by Landlord and will not be discussed with third parties except on an “as needed” basis.
<b>CONFLICT OF INTEREST DISCLOSURE:</b>	Landlord should be aware that the project subject to this Letter of Intent is a public procurement, and SPC is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, SPC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting lease. If a conflict of interest exists for Landlord, a Conflict of Interest Disclosure must be completed and submitted to SPC and if appropriate, Landlord may be required to agree to certain measures to safeguard against conflicts or the Project may be discontinued altogether. Landlord’s responsibility to disclose any conflict of interest is ongoing.

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). If you have any questions or would like to discuss, please call my cell phone.



**Dave Curry**  
*Leasing Specialist*  
 270 Washington Street, SW  
 Suite 2-129  
 Atlanta, Georgia 30334  
**Cell: 678-951-2394**  
[david.curry@spc.ga.gov](mailto:david.curry@spc.ga.gov)

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**AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**Landlord:** Effingham County Board of Commissioners

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**(print name)**

**Its:** \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

**Occupying Agency:** Department of Juvenile Justice

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**(print name)**

**Its:** \_\_\_\_\_

**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.**

