

October 25, 2022

William Linkous
Hall County Board of Commissioners
PO Drawer 1435
Gainesville, Georgia 30503
770-297-2686
wlinkous@hallcounty.org

**RE: Letter of Intent – Georgia Public Defender Council
Lease #9253 – 1195 Jesse Jewell Pkwy, Rooms 101-109, Gainesville, GA 30501**

Dear Mr. Linkous:

Thank you for your efforts to date in proposing and providing information to State Properties Commission (“Tenant”) and Georgia Public Defender Council (“Occupying Agency”) regarding the potential continued lease of the space at the above-referenced address. Please review the following terms and conditions and fill in all required information. 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	Landlord Legal Name: Hall County Board of Commissioners Name of Landlord parent / controlling entity and / or partners (if applicable): _____ Landlord contact name: William Linkous Mailing address of Landlord: PO Drawer 1435 Gainesville, Georgia 30503 Rent payment address, if different from above: _____ _____
PREMISES ADDRESS / SUITE:	1195 Jesse Jewell Pkwy, Rooms 101-109 Gainesville, GA 30501 The Premises are shown in the plan attached as Exhibit A
PREMISES SIZE:	1,364 Rentable Square Feet (RSF)

PROPOSED LEASE TERMS

COMMENCEMENT DATE:	The Commencement Date for the Premises shall be the earlier of the first day Tenant occupies the Premises for its business purposes, or five (5) business days after substantial completion of the build-out of the Premises as evidenced by written notice of Landlord’s receipt of a permanent certificate of occupancy for the Building and Premises from the State Fire Marshal’s office.
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TERM:	The Term shall be the period beginning on the Commencement Date through June 30, 2023 .																								
RENEWAL OPTIONS:	Tenant shall have Five (5) options to renew the Term of the Lease, each option being for a period of One (1) year.																								
RENTAL RATE:	The following Rental Rate schedule outlines the Full Gross rate that the Landlord is proposing to Tenant for the Term. <table border="1" data-bbox="613 533 1308 642" style="margin-left: auto; margin-right: auto;"> <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>CD – 6/30/23</td> <td>\$1,534.50</td> <td>N/A</td> </tr> </tbody> </table>	FISCAL YEAR	PERIOD	MONTHLY RENT	ANNUAL RENT	2023	CD – 6/30/23	\$1,534.50	N/A																
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OPERATING EXPENSES:	Landlord shall be responsible for all building and property operating expenses for the Term including any renewals.																								
UTILITIES:	With the sole exception of telephone and data/internet, Landlord shall furnish and pay for electricity, gas, water, sewer, and any other utility used by Tenant while occupying the Premises.																								
JANITORIAL:	Landlord shall pay for and be responsible for daily janitorial services and supplies for general cleaning of the Premises, including restrooms within the Premises.																								
PARKING:	Tenant's parking allocation shall not be less than 5 spaces per 1,000 RSF (5 spaces). All parking spaces shall be free of charge throughout the Term and any renewal options exercised by the Tenant.																								

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. Such obligations shall include but not be limited to landscaping, removal of trash and refuse, parking lot sweeping and maintenance, common areas maintenance, replacement of lights and bulbs, and compliance with laws including fire, life safety, environmental, and fire extinguisher inspection requirements, except for damage or disrepair caused by the gross negligence or willful misconduct of Tenant, its employees, agents or contractors.
SIGNAGE RIGHTS:	Landlord, at its sole cost and expense, shall install and place Tenant's name or Tenant's trade name in, on, and around the building on monument(s)/pylon(s) and at the point of ingress to the development in the same manner as is done for all other occupants of the building, including Landlord itself. Landlord shall install such signage at locations and on devices of its own choosing, and shall install such signage in the style of other matching

	signage used by Landlord in its other locations. 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.
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OTHER LEGAL TERMS

COMPLIANCE WITH LAWS:	Landlord, at Landlord’s sole cost and expense, will be responsible for making the Premises fully compliant with all required local, state and federal regulations and guidelines, including those governing American with Disabilities Act, fire, life safety, environmental and OSHA codes.
AUTHORITY:	Landlord represents to Tenant that it is the owner of the Building, and that Landlord has full authority to enter into this LOI and a lease agreement.
LEASE DOCUMENT:	Tenant is required to utilize the standard State of Georgia lease template, as approved by the Georgia Attorney General’s office. Tenant and Landlord reserve the right to address modifications in the lease document prior to finalizing this contemplated transaction.
CONFIDENTIALITY:	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.
CONFLICT OF INTEREST DISCLOSURE:	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) by the time and date referenced in the opening paragraph. If you have any questions or would like to discuss, please call.

Leslie S. Davis
Leasing Specialist 2
 270 Washington Street SW, Suite 2-129
 Atlanta, Georgia 30334
 Office: (404) 652-1601
 Email: leslie.davis@spc.ga.gov

AGREED AND ACCEPTED THIS ____ DAY OF _____, 202__.

Landlord: [Hall County Board of Commissioners]

By: _____

Name: _____

(print name)

Its: _____

AGREED AND ACCEPTED THIS ____ DAY OF _____, 202__.

Occupying Agency: [Georgia Public Defender Council]

By: _____

Name: _____

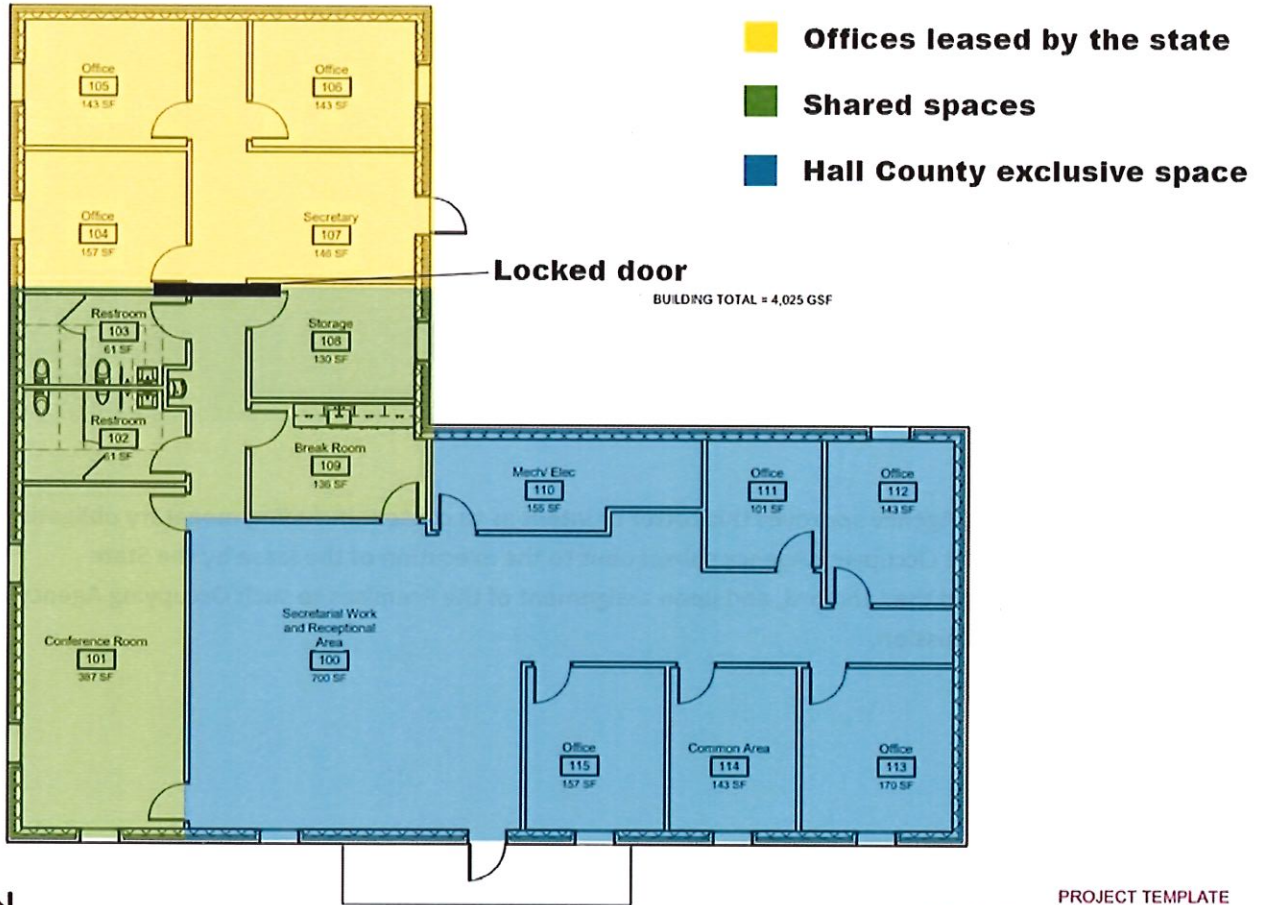
(print name)

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.

Exhibit A

Floor plan / description of Premises



DN

PROJECT TEMPLATE
Existing Floor Plan
SCALE: 1/8" = 1'-0" A20-047 06/02/22