

Colliers International
Promenade, Suite 800
1230 Peachtree Street
Atlanta, GA 30309

MAIN +1 404 888 9000
FAX +1 404 252 8666
www.colliers.com



August 3, 2018

Brandy Burch
Grant Administrator
Newton County Sheriff's Office
15151 Alcovy Road
Covington, GA 30014
Cell: (678) 699-5729

Re: Proposal for Covington Marketplace – Covington, GA

Dear Brandy:

Thank you for your interest in Covington Marketplace. We propose the following terms and conditions under which "Tenant" and "Landlord" may enter into a Lease Agreement. If you are in agreement with the below, please sign at the bottom and return to me.

Landlord: Ventrum Covington, Inc.

Tenant: Newton County Board of Commissioners

Trade Name: Newton County Sheriff's Office

Shopping Center: Covington Marketplace
3700 Salem Road
Covington, GA 30016

Premises: Suites 3610, 3612, 3614, 3616 and 3618, approximately 6,800 square feet as indicated on Exhibit A.

Possession Date: Premises will be turned over to Tenant upon Landlord delivery of the Premises.

Term: Seven (7) years

Rent Commencement Date: The earlier of i) ninety (90) days following the Possession Date or ii) the date the Tenant opens for business.



Fixed Minimum Rent:

<u>Years</u>	<u>Price PSF</u>	<u>Annually</u>	<u>Monthly</u>
1	\$ 10.00	\$ 68,000.04	\$ 5,666.67
2	\$ 10.50	\$ 71,400.00	\$ 5,950.00
3	\$ 11.00	\$ 74,799.96	\$ 6,233.33
4 – 5	\$ 11.50	\$ 78,200.04	\$ 6,516.67
6 – 7	\$ 12.00	\$ 81,600.00	\$ 6,800.00

Real Estate Taxes:

Tenant's pro rata share of Real Estate Taxes are estimated to be \$1.10 per square foot. Tenant shall pay their portion of Real Estate Taxes directly to the taxing authority (Newton County) and Landlord will receive a credit towards its tax bill for same amount from Newton County.

Property Insurance and Common Area Maintenance:

Tenant to pay its pro rata share of charges. Estimated charges for 2018 are \$2.89 per square foot, which equates to \$1,637.67 monthly.

Breakdown is as follows:

Common Area Maintenance: \$2.69 per square foot
Insurance: \$0.10 per square foot

Security and Advance Rent Deposit:

At the time the lease is executed Tenant will deposit with Landlord two deposits. The first will be equal to the last month's rent, CAM, tax & insurance charges, and shall be held as a security deposit throughout the term of the Lease. The second will be equal to first month's rent, CAM, tax & insurance charges, and shall be applied upon Rent Commencement.

Utilities:

Tenant shall be responsible for the cost of utilities serving its Premises including but not limited to; electricity, water, sewer, telephone, cable and natural gas.

Tenant's Work:

All improvements must be in writing and approved by the Landlord in advance.

Use:

Tenant may use the leased Premises for the operation of Newton County Sherriff's, Tax Assessor's and Tax Commissioner's offices and for no other purposes.

Signage:

Tenant shall be entitled to install its standard signs and logos on the building in accordance with the Shopping Center sign criteria and with the Landlord's approval.



**Assignment/
Subletting:**

All assignments or subleases will require Landlord consent, and incur a charge of \$1,500.00.

Contingency:

This proposal is contingent upon the Landlord obtaining a satisfactory credit report, financial statement and application from the Tenant.

Brokerage:

Melody Holley with Colliers International – Atlanta, LLC discloses that it is acting as agent for the Landlord and that all terms of the proposed Lease Agreement must be approved by Landlord. Tenant indemnifies Landlord against claims from any other agents.

This letter represents a non-binding expression of interest and it is understood and agreed that neither Landlord nor Tenant shall have any obligations whatsoever to the other or to any third party with respect to the matters set forth herein until preparation and execution of all contemplated mutually acceptable documents. The above is not intended in any way to be a legal document binding either party, but is to simply summarize the general terms and conditions of a proposed transaction.

Assuming this letter accurately sets forth Tenant's understanding and agreement with the general terms of this transaction, please sign where indicated below and return an executed original directly to me. Upon receipt of your signed original, we will immediately move forward to provide all additional information needed by you to obtain committee approval.

Thank you for your continued interest. Please call me if you have any questions or if we can provide any additional information.

Sincerely,

Melody D Holley

Melody Holley
Vice President
Colliers International – Atlanta, LLC.

Tenant:

By: *Mark Davis*

Title: Chairman, N. C. B. O. C.

Date: August 7, 2018

Landlord: **Ventrum Covington, Inc.**

By: *[Signature]*

Title: VICE PRESIDENT

Date: Sept 4, 2018.

EXHIBIT "A"
SITE PLAN

3616 and 3618-6,800 ST

