

LEASE NO. GS-04P-LSC60172

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between **BEAUFORT COUNTY COUNCIL**, whose principal place of business is **100 RIBAUT ROAD, BEAUFORT, SOUTH CAROLINA, 29901-4453** and whose interest in the Property described herein is that of Fee Owner, and The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Lessor hereby leases to the Government **500 RSF/500 ANSI BOMA** SF office and related space located at 120 Beach City Road, Hilton Head Island, South Carolina 29925-2704 and more fully described in Section 1 together with rights to the use of on-site surface parking space by permit and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM: To Have and To Hold the said Premises with its appurtenances for the term beginning December 2, 2015 and continuing through December 1, 2025 (10 Years, 5 Years Firm), subject to termination and renewal rights as may be hereinafter set forth.

ANNUAL RENT: The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, based on **500 RSF** as follows:

	YEARS 1-5, Beginning December 2, 2015 and continuing through December 1, 2020.	YEARS 6-10, Beginning December 2, 2020 and continuing through December 1, 2025.
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$18,320.00	\$17,500.00
TENANT IMPROVEMENTS RENT ²	\$0	\$0
OPERATING COSTS ³	\$0	\$0
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$0	\$0
PARKING ⁵	\$0	\$0
TOTAL ANNUAL RENT	\$18,320.00	\$17,500.00

¹Shell rent calculation: Firm Term) \$36.64 per RSF multiplied by 500 RSF; (Non Firm Term) \$35.00 per RSF multiplied by 500 RSF

²The Tenant Improvement Allowance of \$0 is amortized at a rate of 0 percent per annum over 0 years

³Operating Costs rent calculation: \$XXX per RSF multiplied by 500 RSF.

⁴Building Specific Amortized Capital (BSAC) of \$0 are amortized at a rate of 0 percent per annum over 0 years

⁵Parking costs are for 0 reserved parking spaces and 0 structured parking spaces reflecting a rate of \$0 per reserved space and \$0 per structured

FO 
 Name: 
 Title: County Administrator
 Entity Name: Beaufort County Council
 Date: 11/3/2015


 Name: Darnell Chavis
 Title: Lease Contracting Officer
 General Services Administration, Public Buildings Service
 Date: 11/9/2015

WITNESSED FOR THE LESSOR BY:



 Title: Executive Assistant to the County Administrator
 Date: 11/3/2015

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 500 rentable square feet (RSF), yielding 500 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) and known as [REDACTED] Office and Training Room. .

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.05 ~~RENEWAL RIGHTS (SEP 2013)~~-INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)		A
GSA Form 3517B, General Clauses		B
GSA Form 3518, Representations and Certifications		C
GSA Form 1364-S Proposal to Lease Space		D
Security Unit Price List		E
Security Requirements for [REDACTED]		F

1.07 ~~OPERATING-COST-BASE (SEP 2013)~~-INTENTIONALLY DELETED

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (SEP 2013)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the Commission Credit.
- E. Common Area Factor (CAF). The Common Area Factor (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. Contract and contractor means Lease and Lessor, respectively.
- G. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- H. FAR/GSAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- I. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- J. Lease Term Commencement Date. The Lease Term Commencement Date means the date on which the Lease term commences.
- K. Lease Award Date. The Lease Award Date means the date of execution of the Lease by the LCO and the mailing or otherwise furnishing written notification of the executed Lease to the successful Offeror (and on which the parties' obligations under the Lease begin).
- L. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.
- M. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.
- N. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms,