

LEASE NO. GS-08P-14944

Simplified Lease 5UT0157
GSA FORM L201A (May 2015)
created 6/04/15

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between

Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))

County of Washington, whose principal place of business is 197 E. Tabernacle Street, St. George, UT 84770-3443.
(Lessor), 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.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Office Plaza, 180 N. 200 E, St. George, UT 84770-2838

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking 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 upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, 3 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease will be ~~June 30, 2015~~, along with any applicable termination and renewal rights, shall be more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

ag
July 1, 2015

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be to the Lessor.

[Redacted Signature]

Title: Commission Chair

Entity Name: County of Washington

Date: 6-17-15

[Redacted Signature]

FOR

[CHIEF

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 7/13/15

WITNESSED FOR THE LESSOR BY

[Redacted Signature]

Name

Title: Commission Chair

Date: 6-17-15

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.
Office 3,364 RSF/2,925 USF

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the amount of ABOA square footage stated in the Lease. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Rent shall not be adjusted for changes in taxes.

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED~~

1.05 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 120 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (APR 2011) INTENTIONALLY DELETED~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (APR 2015)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	A
Agency Specific Requirements, Dated	N/A	N/A
Security Requirements	5	B
Security Unit Price List	N/A	N/A
Addendum to System for Award Management (SAM) Representations and Certifications (Acquisitions for Leasehold Interests in Real Property) (GSA Form 3518-SAM)		C
Seismic Form C, Building Retrofit Or New Construction PreAward Commitment	N/A	
Floor Plan Delineating the Premises		D
Lease Amendment(s) Issued Under RLP Amendment No. 1	1	

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEP 2013) INTENTIONALLY DELETED~~

1.09 OPERATING COST BASE (SEP 2013)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$5.27 per RSF (\$17,749.98/annum).

1.10 ~~BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED~~

1.11 ~~HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012) INTENTIONALLY DELETED~~