

US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. #LUT14445

THIS LEASE, made and entered into this date by and between **UINTAH COUNTY**

Whose address is 152 EAST 100 NORTH
 VERNAL, UT 84078-2126

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 1,680 rentable square feet (RSF) of office and related space, which yields 1,680 ANSI/BOMA Office Area square feet (USF) of space on the third (3rd) floor at the Uintah County Public Safety Complex, 641 East 300 South Vernal, UT 84078-2126 to be used for such purposes as determined by the General Services Administration. Included in the rent at no additional cost to the Government are two (2) onsite parking spaces for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the day the space is accepted by the Government and ready for occupancy through the following fifteen (15) years, ten (10) years firm term, in accordance with the Paragraph entitled "Acceptance of Space" herein, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of:

Rent Breakdown (Years 1 - 10)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$19.50	\$32,760.00	\$2,730.00
Operating Cost	\$4.58	\$7,694.40	\$641.20
Amortization of TI	\$5.34	\$8,971.20	\$747.60
Full Service Rent	\$29.42	\$49,425.60	\$4,118.80

Rent Breakdown (Years 11 - 15)	Per RSF	Annual Rent	Monthly Rent
Shell Rent	\$19.50	\$32,760.00	\$2,730.00
Operating Cost	\$4.58	\$7,694.40	\$641.20
Amortization of TI	\$0.00	\$0.00	\$0.00
Full Service Rent	\$24.08	\$40,454.40	\$3,371.20

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

UINTAH COUNTY
152 EAST 100 NORTH
VERNAL, UT 84078-2126

4. The Government may terminate this lease in whole or in part at any time on or after the tenth (10th) year by giving at least 60 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR
UINTAH CO

BY _____

IN PRESEN

COMMISSIDAKER

UNITED STATES O

BY _____

Contracting Officer, General Services Administration
(Official Title)

- 5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
 - A. Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 7UT2136 dated MARCH 5, 2008.
 - B. Build out in accordance with standards set forth in SFO 7UT2136 dated MARCH 5, 2008, as amended SEPTEMBER 15, 2008, and the Government's design intent drawings. Government space plans shall be developed subsequent to award. All tenant alterations to be completed by the lease effective date identified under Paragraph 2 above. Lease term to be effective on date of occupancy, if different from the date identified in Paragraph 2. The Lessor hereby waives restoration.
 - C. Deviations to the approved design intent drawings will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
- 6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 7UT2136 dated MARCH 5, 2008.
 - B. Special Requirements.
 - C. GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
 - D. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- 7. In accordance with the SFO paragraph entitled *Tenant Improvement Rental Adjustment*, Tenant Improvements in the total amount of \$67,401.60 (1,680 USF x \$40.12) shall be amortized through the rent for 10 years at the rate of 6.0%. The total annual cost of Tenant Improvements for the amortization period shall be \$22,394.40.
- 8. In accordance with the SFO paragraph entitled *Percentage of Occupancy*, the percentage of Government occupancy is established as 0.98% (1,680/170,656). The base tax for escalation purposes shall be \$0.00/RSF.
- 9. In accordance with the SFO paragraph entitled *Operating Costs Base*, the escalation base is established as \$4.58RSF (\$7,694.40/annum).
- 10. In accordance with the SFO paragraph entitled *Common Area Factor*, the common area factor is established as 1.00 (1,680 RSF/1,680 USF).
- 11. In accordance with the SFO paragraph entitled *Adjustment for Vacant Premises*, the adjustment is established as \$0.00/USF for vacant space (rental reduction).
- 12. In accordance with the SFO Paragraph entitled *Overtime Usage*, the rate for overtime usage is established as \$0.00 per hour for the entire building or any portion thereof.
- 13. Acceptance of Space: The following is added to Paragraph 3.17 G (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- 14. In accordance with the SFO Paragraph entitled *Broker Commission and Commission Credit*, the Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

LESSOR

UNITED STATES OF AMERICA

BY

Darlene R. Burns *DRB*
(Initial)

BY

ATM

(Initial)