

LEASE NO. GS-09P-LNV03417

Succeeding/Superseding Lease
GSA FORM L202 (September 2014)

This Lease is made and entered into between

The Board of Regents of the Nevada System of Higher Education, on behalf of The University of Nevada Las Vegas

(Lessor), whose principal place of business is 4505 Maryland Parkway, Box 451004, Las Vegas, Nevada 89154-1004 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

944 East Harmon, Las Vegas, Nevada 89119

and more fully described in Section 1, 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 October 1, 2015 through September 30, 2020, subject to termination rights as may be hereinafter set forth.

by the Government.

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 effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

The Board of Regents of the Nevada System of Higher Education,
on behalf of

Name:

Title:

Date:

Lawrence C. Becker

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

11/25/15

Title:

Executive Assistant

Date:

19 Nov 2015

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LEASE NO. GS-09P-LNV03416

LESSOR: AK GOVERNMENT: UB

GSA FORM L202 (09/14)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SUCCEEDING) (SEP 2013)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

BLOCK A: A total of 72,778 rentable square feet, yielding 72,778 ANSI/BOMA square feet of laboratory and related space located in four (4) existing contiguous buildings, known as the Executive Center (EXC), the Chemistry Laboratory (CHL), the Monitoring Systems Laboratory (MSL), and the Quality Assurance Laboratory (QAL) located at 944 East Harmon Avenue, Las Vegas, NV;

BLOCK B: Appurtenant real property totaling approximately eight (8) acres adjacent to Block A to the West on which is located a structure known as the Exposure Assessment Annex (EAX);

(Blocks A, and B are at times hereinafter collectively referred to as the "Premises")

All Blocks shall be used for such purposes as determined by the General Services Administration.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

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 the following:

A. Parking: Permanent Parking totaling ninety-seven (97) spaces; as depicted on the parking plan(s) attached hereto as Exhibit A.

Special Events Parking – On occasion the Government will require additional short-term parking to accommodate overflow from existing lots for special events. The Lessor agrees to provide this parking at a cost of \$2,500.00 per year and to locate such parking as close as possible to the Premises, recognizing that degree of advance notice, other campus events, and future changes in overall campus parking will influence the location on any given date.

B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. Accepted as currently provided.

1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, as follows:

Term	RSF	Shell/RSF	Op/RSF	Total/RSF	Total Annual	Total/Month
10/1/2015 - 9/30/2016	72,778	\$ 19.62	\$ 7.00	\$ 26.62	\$ 1,937,350.36	\$ 161,445.86

Term	RSF	Shell/RSF	Op/RSF	Total/RSF	Total Annual	Total/Month
10/1/2016 - 9/30/2020	55,989	\$ 19.62	\$ 7.00	\$ 26.62	\$ 1,490,427.18	\$ 124,202.27
	16,789	\$ 30.00	\$ 7.00	\$ 37.00	\$ 621,193.00	\$ 51,766.08
Totals	72,778			\$ 29.01	\$ 2,111,620.18	\$ 175,968.35

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 72,778 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."
2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.
3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 INTENTIONALLY DELETED

1.05 TERMINATION RIGHTS AND GOVERNMENT RESPONSIBILITY

Government may terminate Block B and 16,789 RSF of Block A at any time during the Lease without any prior written notice to the Lessor. Of the 16,789 RSF, 10,268 RSF will be released from the QAL Building and 6,521 will be released from the MSL/POS building, as detailed on Exhibit C, "Space Release Plan." The government will make all reasonable effort to return Block B back to the lessee by March 2016 and no later than September 30, 2016.

When the Government vacates the Premises or any portion thereof at the end of the term of this Lease or at any time during the term of this Lease, the Government will return the leased Premises to the Lessor in accordance with Exhibit E "GUIDELINES FOR ACQUIRING AND TRANSFERRING EPA REAL PROPERTY AND COMPLYING WITH THE COMMUNITY ENVIRONMENTAL RESPONSE FACILITATION ACT (CERFA)."

1.06 INTENTIONALLY DELETED

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
PARKING PLAN(S)	1	A
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	2	B
SPACE RELEASE PLAN	1	C
SHARED ITEMS, JANITORIAL SERVICES, GROUNDS MAINTENANCE AND LANDSCAPE CARE	13	D
GUIDELINES FOR ACQUIRING AND TRANSFERRING EPA REAL PROPERTY AND COMPLYING WITH THE COMMUNITY ENVIRONMENTAL RESPONSE FACILITATION ACT (CERFA)	176	E
GSA FORM 3517, GENERAL CLAUSES	46	F

1.08 INTENTIONALLY DELETED

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1.17 REPAIR RESPONSIBILITIES

- a) The Lessor is responsible for repairs/replacement of the following items: roofs, asphalt parking lots; building exterior, chillers, chilled water pumps, boilers, air handler units, cooling towers, transformers at EXC, CHL, MSL, and QAL buildings.

- b) The Lessor shall be responsible for all maintenance of utility service, regardless of cost, up to the entrance to the Premises. The division of responsibility between the Lessor and the Government as utility service enters each building is more fully described in Exhibit D, "SHARED ITEMS, JANITORIAL SERVICES, GROUNDS MAINTENANCE AND LANDSCAPE CARE."
- c) The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

1.18 SERVICES PROVIDED BY LESSOR

Under the terms of the lease, the Lessor will provide the following services to the Premises.

- a) Elevator Maintenance – The Lessor will be responsible for all labor, materials, and equipment necessary to maintain the two elevators in the EXC in a safe operating condition consistent with all applicable codes; an annual no-load safety test, semi-monthly inspection and servicing of the elevators, and on-call emergency service. The Lessor shall obtain and maintain all certificates and permits required under applicable codes for the elevators.
- b) Fire extinguishers – The Lessor shall be responsible for inspection, maintenance, recharging, and hydrostatic testing of all fire extinguishers in all buildings. The requirement includes installed fire hose stations. All work shall be in accordance with current or future promulgated Federal, State, and County codes.
- c) Pest Control – Lessor shall furnish services to exterminate rodents and insects in the Premises. Emphasis shall be placed on preventing entry into buildings where possible. Only inert non-chemical methods such as sticky pads or mechanical traps may be employed in the interior of the Chemistry Laboratory and the Quality Assurance Laboratory. Only pesticides which comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C 135 et. Seq.) as amended by the Federal Environmental Pesticide Control Act of 1972, Public Law 92-516 (87 Stat.973), and the regulations issued thereunder shall be used. If spraying is to be used to exterminate rodents and or insects, spraying shall be administered after normal working hours. Spraying shall not occur at entrances to QAL and CHL.

Monthly Service – Insecticide/pesticide shall be sprayed around the perimeter and entrance of each of the six buildings monthly. There shall be no spraying within 20 feet of the fresh air intakes on the West side of the CHL or the East side of the QAL.

Follow-up Service – Additional inspections and treatment shall be made as needed for the duration of the Lease and when called on specific problems.

Safety Precautions – In order to safeguard both life and property, the Lessor will adhere to the following:

- I. Prior to use, a list of all pesticides to be used will be submitted to the Government representative.
 - II. Treatment shall be scheduled only when spaces are vacated for application pesticides.
 - III. Appropriate clothing and gear consistent with the type of pesticide being used shall be worn during application
 - IV. If poisoned baits are used, the Government representative shall be notified in advance of the dates and locations in which such baits will be present.
- d) Security - The Lessor shall provide routine checks of the Premises during normal motorized patrols of campus facilities. The frequency of such checks shall be increased when campus activities that normally result in higher than normal incidents of vandalism are scheduled. Additional personnel or equipment is not considered necessary. Lessor shall provide monitoring of the card access system and provide a rapid response police unit for the reception area panic button. Lessee shall pay for the data line for the card access system.
 - e) Trash Removal – The Lessor shall provide suitable covered trash containers for accumulation of solid waste and empty the containers once a day. The trash containers shall be as follows:
 - CHL – 1 three cubic yard containers
 - MSL – 1 three cubic yard containers
 - MOC - 1 three cubic yard containers

The Lessor shall be responsible for collection and removal of any solid waste dropped, spilled, blown out, or otherwise distributed during the performance of the solid waste removal service. The Lessor shall maintain all containers in a clean, attractive and sanitary condition at all times. Solid waste collection shall be accomplished during normal duty hours. No service is to be performed on holidays observed by the Government or the Lessor.

1.19 AS-IS

Wherever the notation "Acceptable As-Is" appears in this lease, the same shall mean that the relevant structure, configuration, facility, system or equipment is accepted by the Government as it exists at the commencement of the term of this lease; however, such notation shall not be construed to relieve Lessor of any repair, maintenance, operation, or other requirement of this lease. Government acknowledges that this Lease is a succeeding lease, that it is currently occupying the Premises, and that Lessor is under no obligations to renovate or make improvements to the Premises to comply with the standard and requirements set forth in Section 3 and Section 5 of this Lease. Lessor acknowledges that the standard and requirements set forth in Section 3 and Section 5 are applicable to any future improvements to the Premises.

1.20 BUILDING IMPROVEMENTS (SEP 2012)

At the Lessor's sole expense, the following door shall be installed within 90 days of Lease award:

MSL/POS interior access door dimensions [redacted] aluminum frame door with glazing. The aluminum frame with glazing must extend above the door to prevent [redacted]. The access door must have [redacted] on the Government side and [redacted] on the UNLV side. The aluminum door must be out fitted with a Stanley or equivalent automatic door closure, conduit and [redacted]. The [redacted] In addition, install a lockset (hard key) in the event of a power failure/outage. The new door location will be centered approximately [redacted] of the University space. There is an access panel, data conduit and a four inch fire sprinkler pipe system at the designated interior door location.

1.21 DEMOLITION OF EAX BUILDING

Lessor, at Lessor's sole cost, shall be responsible for the complete demolition and removal of the EAX Building (Block B). The Lessor will not be responsible for removal of any chemicals or radiated materials from the EAX building before or during demolition and should these materials be identified during demolition, EPA would be responsible for their removal. The Government shall remove all contents and personal property from the EAX building prior to the demolition.