

LEASE NO. GS-08P-L14846

Standard Lease
GSA FORM L201C (September 2013)

This Lease is made and entered into between

Lessor's Name: City of Aberdeen

(Lessor) , whose principal place of business is 123 S. Lincoln Street, Aberdeen SD 57401 , 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

102 4th Avenue SE

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

10 Years, 5 Years Firm,

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

[Redacted Signature] _____
Title: City Manager

Entity Name: City of Aberdeen, South Dakota

Date: 1-8-2015

[Redacted Signature]

Date: 1/14/2015

[Redacted Signature] _____

Title: City Attorney

Date: 1-8-15

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.

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: 10,940 rentable square feet (RSF), yielding 10,298 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on floors 1 through 4
- B. Common Area Factor: The Common Area Factor (CAF) is established as 6.23 percent (1.0623). 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.

1.02 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: 14 parking spaces, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 14 shall be surface/outside parking spaces. 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.
- 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.

1.03 RENT AND OTHER CONSIDERATION (SEP 2013)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$ 119,702.66	\$ 119,702.66
TENANT IMPROVEMENTS RENT ²	\$ NA	\$ NA
OPERATING COSTS ³	\$ 51,965.00	\$ 51,965.00
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	\$ NA	\$ NA
PARKING ⁵	\$ NA	\$ NA
TOTAL ANNUAL RENT	\$ 171,667.66	\$ 171,667.66

¹Shell rent calculation:
(Firm Term) \$ 15.69174223 per RSF multiplied by 10,940 RSF
(Non Firm Term) \$ 15.69174223 per RSF multiplied by 10,940 RSF
²The Tenant Improvement Allowance of \$ NA is amortized at a rate of NA percent per annum over NA years.
³Operating Costs rent calculation: \$ 4.75 per RSF multiplied by 10,940 RSF

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 100 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- D. Rent is subject to adjustment based on the final Building Specific Amortized Capital (BSAC) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- E. 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.

F. 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.

G. 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.

H. Parking shall be and the rental amount is included in the shell rent

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

~~1.05 TERMINATION RIGHTS (AUG 2011)~~

The Government shall have a onetime right to terminate the lease. The effective date of the termination shall be the last day of the fifth year of the lease term. The Government must provide written notice to the lessor no later than 90 days prior to the termination date

~~1.06 RENEWAL RIGHTS (SEP 2013)~~

~~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
LEASE FORM L201C	40
FORM 3517B GENERAL CLAUSES	33
FORM 3518A, REPRESENTATIONS AND CERTIFICATIONS GSA	4
LEASE AMENDMENT(S) ISSUED UNDER RLP AMENDMENT NO. 4SD0069	1
SECURITY REQUIREMENTS	8
FORM 1364	2
ADDITIONAL COMMENTS TO FORM 1364	2

~~1.08 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)~~

~~1.09 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2013)~~

~~1.10 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)~~

~~1.11 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)~~

~~1.12 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)~~

~~1.13 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)~~

~~1.14 REAL ESTATE TAX BASE (SEP 2013)~~

~~1.15 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 \$ 4.75 per RSF (\$ 51,965/annum).

1.16 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)

In accordance with the paragraph entitled "Adjustment for Vacant Premises," if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$ 1.50 per ABOA SF of Space vacated by the Government.

1.17 HOURLY OVERTIME HVAC RATES (AUG 2011)

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$ 30.00 per hour for the entire Space.

1.18 ~~24-HOUR HVAC REQUIREMENT (APR 2014)~~

1.19 BUILDING IMPROVEMENTS (SEP 2012)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements:

- Restrooms shall be upgraded to ABBAS standards. At the time of lease commencement the Government requires dimensioned drawings of the restrooms showing accessible stall sizes, exact water closet location, center line to adjacent wall, seat height, lavatory rim height, entrance door maneuvering clearances. As well as, soap dispenser, paper towel dispenser, and bottom of mirror heights. The drawing shall be at 1/4" scale and include both men and women's restrooms.
- At the time of award, the Government shall require a recent signed and dated state inspection certificate for the elevator inspection. In addition, an actual inspection test form shall be provided to the Government for review and approval.
- The elevator shall be upgraded to meet ABBAS standards as well. At the time of lease commencement the Government requires a dimensioned drawings of the elevator showing a measurement of the floor width and depth, the height of the highest button on the control panel and the width of the door when its open. The Government shall also require a picture of the control panel buttons.
- At the time of lease award, the Lessor shall provide results for radon testing of the lease premises. Specifications for this testing can be found in section 6.23
- At the time of lease award, the Lessor shall replace the existing fire alarm system with a new one that meets NFPA 72.
- At the time of lease award, the handicap ramp into the building shall be fixed permanently.
- At the time of lease award, the Lessor shall provide copies of water inspections from the drinking fountains in the building, specifically the lead levels in the water.
- At the time of initial offers and prior to lease award, the Lessor shall provide evidence in testing that the building is free from all type of health hazards. This includes testing for asbestos, lead paint, and mold.

1.20 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

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:

- 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.
- Broker. INTENTIONALLY DELETED
- Building. The building(s) situated on the Property in which the Premises are located shall be referred to as the Building(s).
- Commission Credit. INTENTIONALLY DELETED
- 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.