

LEASE NO. GS-10B-07357

On-Airport Lease
GSA FORM L201D (September 2011)

This Lease is made and entered into between

Lessor's Name: Pocatello City Corporation

("the Lessor"), whose principal place of business is 1950 Airport Way, Pocatello, ID 83204-7549, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(the "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:

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

Pocatello Regional Airport
1950 Airport Way
Pocatello, ID 83204-7549

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 Have and To Hold the said Premises with their 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, to be used for such purposes as determined by GSA. The commencement date of this Lease, along with any applicable termination and renewal rights, shall more specifically be 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.

FOR THE LESSOR:

Name: Brian C. Blad

Title: Mayor

Date: 10-4-2012

FOR THE GOVERNMENT

Michael J. O'Brien

Lease Contracting Officer

Date: 10/30/12

WITNESSED BY:

Name: Ruth E. Whitworth

Title: City Clerk

Date: 10-4-2012

APPROVED BY LEGAL

Date 9/26/12 Atty Bybee

Comments approved at

10-4-2012 Council

meeting

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: 1,500 rentable square feet (RSF), yielding 1,500 ANSI/BOMA office area (ABOA) square feet (sq. ft.) of office and related space (based upon a common area factor (CAF) of 1.00 percent, located on the 2nd floor(s) and known as West Wing of the Building,.

1.02 EXPRESS APPURTENANT RIGHTS

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government rules and regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 0 parking spaces of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 0 shall be surface 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.

1.03 RENT AND OTHER CONSIDERATION

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

	11/1/2012 – 10/31/2017		11/1/2017 – 10/31/2022	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$34,044.00*	\$22.70	\$32,316.00	\$21.54

* Rent includes amortization of \$28,000 for the ABAAS-mandated wheelchair lift at an annual 4% rate over 5 years.

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 1,500 ABOA sq. ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. PARAGRAPH INTENTIONALLY DELETED

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

E. Rent shall be paid to the 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.

F. The 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 "Clause 1.01, THE PREMISES," created herein;

2. PARAGRAPH INTENTIONALLY DELETED

3. Performance or satisfaction of all other obligations set forth in this Lease; and

4. 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 TERMINATION RIGHTS (ON-AIRPORT APR 2011)

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 90 days' written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace  screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deplanements. 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.

1.05 RENEWAL RIGHTS (JUN 2012)

This Lease may be renewed at the option of the Government for 2 terms of 5 YEARS at the following rental rate(s):

	Option Term 1, 11/1/22 - 10/31/27		Option Term 2, 11/1/27 - 10/31/32	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Full Service Rate	\$37,488.00	\$24.99	\$43,488.00	\$28.99

provided notice is given to the Lessor at least 90 days before the end of the original lease term, all other terms and conditions of this Lease, as same may have been amended, shall remain in force and effect during any renewal term.

1.06 DOCUMENTS INCORPORATED BY REFERENCE (ON-AIRPORT SEPTEMBER 2011)

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan	2	A
Janitorial Requirements	2	B
GSA Form 3517G, General Clauses	16	
GSA Form 3518G, Representations and Certifications	3	

1.07 PARAGRAPH INTENTIONALLY DELETED