

This Lease is made and entered into between

City of Palm Springs

(Lessor), whose principal place of business is 3400 East Tahquitz Canyon Way Palm Springs CA 92262-5959, 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:

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

3400 East Tahquitz Canyon Way, Palm Springs, CA 92262-6959

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.

To Have and To Hold the said Premises with their appurtenances for the term beginning October 01, 2013 through September 30, 2023, subject to termination and renewal rights as may be hereinafter set forth.

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]

Name: David H. Reedy
Title: City Manager
Entity Name: City of Palm Springs
Date: Sept. 23 2013

FOR THE GOVERNMENT:

[Redacted Signature]

Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 9/27/2013

WITNESSED FOR THE LESSOR BY:

[Redacted Signature]

Title: City Clerk
Date: 09/23/2013

APPROVED BY CITY COUNCIL

9.18.13 JP A6666

[Redacted Signature]

Date: 09.19.2013

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:** 6,653 rentable square feet (RSF), yielding 6,653 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space. The premises consisting of 6,653 RSF/ 6,653 ABOASF are further defined as follows: Block A: Check Point Offices (1,837 RSF/ 1,837 ABOASF) and Block B: Lower Level Office (4,816 RSF/ 4,816 ABOASF). The above is depicted on the floor plan(s) attached hereto as Exhibit A.

All rights, responsibilities and obligations that bind the Lessor and Government under this lease agreement, including the General Clauses, and any other attachments hereto, shall pertain to the entire space under lease.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 0 percent. 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 (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 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:** The Lessor shall provide 3 parking spaces as depicted on the plan attached hereto as Exhibit B of which 3 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.

B. **Antennae, Satellite Dishes and Related Transmission Devices:** Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all building areas (e.g., chases, plenums) necessary for the use, operation, and maintenance of such equipment at all times during the term of this Lease.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (JUN 2012)

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

	October 1, 2013 to September 30, 2018		October 1, 2018 to September 30, 2023	
	Annual Rent	Annual Rate / RSF	Annual Rent	Annual Rate / RSF
Shell Rental Rate	\$318,146.46	\$47.82	\$351,278.40	\$52.80
Operating Costs	\$27,000.00	\$4.06	\$31,300.00	\$4.70
Full Service Rate	\$345,146.46	\$51.88	\$382,578.40	\$57.50

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 6,653 ABOA sq. ft. 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 pro-rated based on the actual number of days of occupancy for that month

D. 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 (CCR). If the payee is different from the Lessor, both payee and Lessor must be registered in CCR.

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 the paragraph entitled "The Premises";
2. Performance or satisfaction of all other obligations set forth in this Lease; and

3. 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) (JUN 2012)

The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 60 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace [redacted] screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. 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. REFER TO SECTION 5.01 FOR ADDITIONAL TERMS AND CONDITIONS.

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (JUN 2012)

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

DOCUMENT NAME	No. OF PAGES	EXHIBIT
Floor Plan(s)	1	A
Parking Plan(s)	1	B
GSA Form 3517B, General Clauses	17	C
GSA Form 3518, Representations and Certifications	3	D
Security Requirements	7	E
Janitorial Services Scope of Work	6	F

1.07 OPERATING COST BASE (AUG 2011)

The parties agree that, for the administrative purpose of the Government, applying the paragraph titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$4.06 per RSF \$(27,000/annum).