

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE
September 4, 2009

LEASE NO.
GS-05B-18279

THIS LEASE, made and entered into this date by and between
City of International Falls
whose address is 600 Fourth Street
International Falls, MN 56649

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 consideration hereinafter mentioned, covenant and agree as follows:

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

40,453 rentable square feet, on approximately 9.73 acres located within the real property described in Exhibit E, generally depicted on Exhibit B (site plan) and further defined on Appendix B1 (legal description). Located at 360 Highway 11 East, International Falls, MN. 56649-2442. 40,453 rentable square feet shall yield a minimum of 36,771 ANSI/BOMA of space. The space breakdown in the complex is as follows: 20,289 (RSF), of office space, in a two story structure, 12,718 (RSF), of maintenance building. Heated garage area of 2,255 (RSF), and unheated storage area consisting of 5,191 (RSF). 46 surface parking spaces are included in the rental consideration.

To be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on **March 01, 2011**, through **February 28, 2031**, subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor annual rent of \$ **1,299,754.89** at the rate of **\$108,312.91** per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:
City of International Falls
600 Fourth Street
International Falls, MN 56649
4. ~~The Government may terminate this lease at any time on or after by giving at least 180 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.~~
5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:
provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:
- A. Design, development, construction, finance and management of the leased premises in full accordance with the provisions of the Lease.
 - B. All services, utilities, maintenance, and Tenant Improvements, as specified in the Solicitation for Offers and includes the [REDACTED] Special Requirements.
 - C. As part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in the Solicitation for Offers No. GS-05B-18279, and as amended, Special Requirements consisting of 60 pages and other attachments to the lease.
7. The following are attached and made a part hereof:

Attachment to SF-2 (Government Lease for Real Property) containing Paragraphs 9-31. All terms, conditions and obligations of the Lessor as set forth in the Solicitation for Offers No. GS-05B-18279 consisting of 48 pages; GSA Form 3517B, 33 pages, GSA Form 3518, 7 pages; and Amendment No. 1, dated April 13th, 2009.

- Appendix A-Proposed Design Plans.
- Appendix B-Site Plan/ Park Lease Description.
- Appendix B1- Legal Description.
- Appendix C-Unit Cost Price List consisting of 3 pages dated 02/11/2009.
- Appendix D-Davis-Bacon Wage Determination Information, 23 pages.
- Appendix E-Deed, 3 pages.
- Appendix F-Letter from the Mayor dated March 27th 2009, 1 page.
- Appendix G-LEED Project certification checklist, 9 pages.

8. The following paragraphs of the Solicitation for offers No. GS-05B-18279 is deleted in their entirety upon incorporation into GSA Lease No. GS-05B-18279:
1. Paragraph 1.4 - Offer Due Date
 2. Paragraph 1.3 - Occupancy Date
 3. Paragraph 3.0 - How to Offer
 4. Paragraph 1.10 - Negotiations
 5. Paragraph 3.1B - Historic Preference

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

LESSOR **City of International Falls**

BY _____ (Signature) _____ (Signature)

IN PRESENCE OF: _____ (Signature) _____ (Address)

UNITED STATES OF AMERICA by the **GENERAL SERVICES ADMINISTRATION**

BY **Brian J. Krasowski** _____ Contracting Officer
 (Signature) (Official title)