

LEASE NO. GS-08P-14608

On-Airport Lease
GSA FORM L201D (04/11)

This Lease is made and entered into between

City of Billings, Montana DBA Billings Logan International Airport

("the Lessor"), whose principal place of business is 1901 Terminal Circle, Room 216, Billings, MT 59105-1991 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

291 South View Drive
Billings, MT 59105-1977

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 on December 1, 2011 upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, 5 Years Firm, and ending on November 30, 2016.

~~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:

FOR THE GOVERNMENT:

[Redacted Signature]

[Redacted Signature]

Name: Thomas W. Hanel

Name: Brenda J. P. Mowbray *Darrin Hotaling*

Title: Mayor

Title: Lease Contracting Officer

Date: 11-28-2011

Date: 1-25-12

ATTESTED BY:

[Redacted Signature]

Name: Cari Martin

Title: City Clerk

Date: 11-28-2011

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES

The Premises are described as follows:

Office and Related Space: **8,057** rentable square feet (RSF), yielding **8,057** ANSI/BOMA Office Area (ABOA) square feet of office and related space (based upon a Common Area Factor of **1.0**, located on the **1st** floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit **A**.

1.02 EXPRESS APPURTENANT RIGHTS

- A. **Parking.** This Lease shall include rights of the Government to use surface vehicle parking area located on the east side of the Building, parallel and adjacent to the Building. Parking on the north side of the Building and obstructing access to the north side of the Building are prohibited.
- B. **Rooftop Antennas.** This Lease shall include rights of the Government to use rooftop areas of the Building for the installation of antennae and related equipment, provided however, that no antennae or related equipment shall be installed without the prior written approval of the Lessor. Lessor reserves the right to approve the type, size, and location of any antennae or related equipment prior to installation, and said approval shall not be unreasonably withheld. Proposed antennae and related equipment shall not interfere with the operation of any of Lessor's equipment or equipment of the [REDACTED] or any other tenant.

1.03 RENT AND OTHER CONSIDERATION

- A. **See detailed Rent Schedule in Section 5.14.**
- B. 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.
- C. 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.
- D. 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 "Paragraph 1.01 THE PREMISES" created herein;
 - 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
 - 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 DOCUMENTS INCORPORATED BY EXHIBIT

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan, Building/Parking Plan	3	A
GSA Form 3517G, General Clauses	16	B
GSA Form 3518G, Representations and Certifications	4	C
[REDACTED] Statement of Work and Technical Requirements, Design and Construction (Revised 23 September 2011) with Network SOW	5	D

1.05 TURNKEY PRICING WITH PRE-AWARD BIDS (AUG 2011)

The Lessor has agreed to total Tenant Improvement (TI) pricing of \$45,400 based on the approved post-remodel floor plan included in Exhibit A.

Construction of TIs . The Lessor shall complete all construction work required in the SOW in Exhibit D to prepare the Premises as required in this Lease and ready for use not later than 45 calendar days following issuance of the Notice to Proceed (NTP) to Lessor.

The Lessor hereby agrees to provide and install the items described in Attachment D. The Government agrees to reimburse the Lessor \$45,400 upon completion and acceptance of the Tenant Improvement Construction project by the Government and upon receipt of an acceptable itemized invoice from the Lessor. Payment shall be forwarded to:

City of Billings Logan International Airport
1901 Terminal Circle, Room 216
Billings, MT 59105-1991

The Vendor receiving payment shall issue the invoice. Additionally the invoice shall include a unique invoice number and cite the following PDN number PS0022213. [Invoices submitted without the PDN are immediately returned to the Vendor.] Invoices shall be submitted to the Greater Southwestern Finance Center (with a copy to the Contracting Officer) electronically on the Finance Website at WWW.FINANCE.GSA.GOV. Vendors who are unable to process the invoices electronically may mail the invoices to the following address: GSA, Greater Southwest Finance Center (7BCP), P.O. Box 17181, Fort Worth, Texas 76102.