

LEASE NO. GS-02B-24050

Simplified Lease
GSA FORM L201A (October 2012)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between

Lessor's Full Legal Name: LIVINGSTON, COUNTY OF

(Lessor), whose principal place of business address is 6 Court Street, Geneseo, NY 14454-1043 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:

DEC 5 PM 4:04

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

Livingston County Government Center
6 Court Street
Geneseo, NY 14454-1043

and more fully described in Section 1 and Exhibit B, 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 their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years Firm

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

The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration

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.

The Lease shall not be binding on either party until executed by a duly authorized official of the General Services Administration.

FOR THE LESSOR:

[Redacted Signature]
Name: _____
Title: _____

[Redacted Signature]
Kevin Parley

Lease Contracting Officer

Entity Name: LIVINGSTON, COUNTY OF

General Services Administration, Public Buildings Service

Date: 12/3/13

Date: 12/17/13

[Redacted Signature]

Title: Secretary to the Clerk

Date: 12/3/13

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 (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (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 Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A and more specifically detailed below and the actual ANSI BOMA Office Area (ABOA) delivered for occupancy and use by the Government, not to exceed the maximum ABOA solicited by the Government. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the construction of Building shell and Tenant Improvements (TIs) specified in the Lease, including those described on Exhibit A, GSA Form 1364A and the Agency Specific Requirements (ASR) attached hereto, all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

	FIRM TERM	
	RATE PER RSF	ANNUAL RENT
SHELL RENT ¹	\$9.07	\$23,065.01
TENANT IMPROVEMENTS RENT ²	LUMP SUM PAYMENT	LUMP SUM PAYMENT
OPERATING COSTS ³	\$8.37	\$21,284.91
PARKING ⁴	INCLUDED IN SHELL	INCLUDED IN SHELL
TOTAL ANNUAL RENT⁵	\$17.44	\$44,349.92

¹Shell rent (Firm Term) calculation: \$9.07 per RSF multiplied by 2,543 RSF

²The Tenant Improvement Allowance of shall be paid via a lump sum payment. Total cost of TIs is \$9,414.73.

³Operating Costs rent calculation: \$8.37 per RSF multiplied by 2,543 RSF

⁴Parking is included in the Shell rent

⁵Total Annual rent calculation: \$17.44 per RSF multiplied by 2,543 RSF

Lessor shall not be reimbursed for any services not provided for in the Lease including, but not limited to, repairs and alterations, nor will any rental be paid for occupancy in whole or in part except for the Lease term specified in this Lease, unless approved in advance and in writing by an authorized official of the General Services Administration.

In no event shall the Lessor enter into negotiations concerning the space leased or to be leased with representatives of Federal agencies other than the employees of the General Services Administration or personnel authorized by the Contracting Officer.

Rent shall be adjusted for changes in operating costs.

1.04 PARAGRAPH INTENTIONALLY DELETED

~~[NBC2 Broker Name] (Broker) is the authorized real estate broker representing GSA in connection with this Lease transaction. The total amount of the commission to the Broker is earned upon Lease execution, payable according to the commission agreement signed between the two parties. Only a portion of the commission will be payable to [NBC2 Broker Name] with the remaining portion, which is the Commission Credit, to be credited to the initial rental payments due and owing under this Lease. Beginning with the first month's rent due the reduction shall be taken in equal monthly amounts over the fewest number of months until the credit has been fully recaptured. The exact amount of the Commission Credit and the schedule for adjusted Monthly Rent payments will be determined following Lease Award and documented in a Lease Amendment.~~

1.05 PARAGRAPH INTENTIONALLY DELETED

~~The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease by providing not less than 90 days' prior written notice to the Lessor. 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. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.~~

1.06 PARAGRAPH INTENTIONALLY DELETED

This Lease may be renewed at the option of the Government for a term of X YEARS at the rental rate(s) set forth on Form 1364A, provided notice is given to the Lessor at least XY 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 full force and effect during any renewal term.

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	A
Floor Plan Delineating the Premises	1	B
Agency Specific Requirements, Dated 2/11/2013	1	C
Security Requirements	1	D
Representations and Certifications (GSA Form 3518A)	4	
SEISMIC FORM D	1	

1.08 PARAGRAPH INTENTIONALLY DELETED

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the Real Estate Tax Adjustment paragraph of this Lease is xx percent.

1.09 OPERATING COST BASE (AUG 2011)

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$8.37 per RSF (\$21,284.91/annum).

1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)

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 leased 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 \$3.72 per ABOA SF of Space vacated by the Government, which is considered that portion of the costs per ABOA SF of operating expenses not required to maintain the Space. Said reduction shall occur after the Government gives 30 calendar days prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises of the Lease expires or is terminated.

1.11 PARAGRAPH INTENTIONALLY DELETED

The Lessor shall complete the following additional Building Improvements prior to acceptance of the Space:

- A. _____
- B. _____
- C. _____

1.12 PARAGRAPH INTENTIONALLY DELETED

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 43 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 43 C.F.R. § 125.6(e). 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.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 30 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.