

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

31 MAY 2013

LEASE NO.

GS-07B-16890

THIS LEASE, made and entered into this date by and between City of Eagle Pass, Texas.

whose address is 100 South Monroe, Eagle Pass, Texas 78852-4830

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:

A total of 14,652 rentable square feet (RSF) of office and related space, which yields 13,132 ANSIBOMA Office Area square feet (ABOA) of space located at 500 Adams Street, Eagle Pass, TX 78852 (see Exhibit A - Legal Description) to be used for such purposes as determined by the General Services Administration. Included in the rent, at no additional cost to the Government, is 22 reserved parking spaces, inclusive of the associated Handicap Parking Spaces.

2. TO HAVE AND TO HOLD the said premises with appurtenances for a term commencing upon the day after the transfer of fee title and ownership to the Government of the Donated Land and Buildings [Include Legal Description - Attached as Exhibit "B"] and hereinafter referred to as the "Donated Real Property." Upon the completion of the Donated Real Property transfer from the City of Eagle Pass, TX to the Government, this lease agreement shall commence for a term of 15 years with 10 years being a firm term. Upon the completion of the Donated Real Property fee title transfer, the actual lease term dates will be established by a subsequent Lease Agreement.

3. For years 1 through 15, the Government shall pay the Lessor annual rent of \$172,161.00 (\$11.75/RSF - \$13.11/ABOA) at the rate of \$14,346.75 per month paid in arrears. The total annual rent consists of annual Shell rent of \$172,161.00 (\$11.75/RSF - \$13.11/ABOA). There are no Operating Costs or Tenant Improvements associated with the rental payment. The Property is being leased "AS IS", "WHERE IS", EXCEPT, HOWEVER, Lessor and Government agree that the Administration Building masonry around the windows is not airtight and leaking. Lessor agrees that it will take the necessary action during the term of this Lease to maintain the building shell, including making the necessary repairs to maintain the watertight integrity of the Administration Building, within 90 days from the date of execution of this lease. The Government has had ample time and opportunity to inspect the Property to determine if improvements in place satisfy all Government requirements and/or conditions. Lessor is not responsible for any improvements

Rent for a lesser period shall be prorated. Rent shall be made payable to:

City of Eagle Pass
100 South Monroe
Eagle Pass, Texas 78852-4830

4. The Government may terminate this lease in whole or in part effective at any time after the tenth (10th) year of this lease by giving at least sixty (60) days prior written notice to the Lessor. No rental shall accrue after the effective date of the termination. Said notice shall be computed commencing with the day after the date of the mailing.

5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. The facility, real estate taxes, property and casualty insurance, major structural maintenance (as further identified in this section below), in accordance with the responsibilities of the Lessor in the Solicitation For Offer # 9TX2932, dated March 4, 2011. Except as hereinafter provided, Government shall maintain and keep the interior of the Leased Premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of this Lease in as good condition as received by Government, ordinary wear and tear, damage or destruction by fire, flood, storm, civil commotion or other unavoidable causes excepted. Government shall be responsible for maintenance and repair of equipment on the Premises and shall replace all broken glass. Government shall also be responsible for all repairs and maintenance to the building which includes HVAC, electrical and plumbing work. Lessor shall, without expense to Government, maintain and make all necessary repairs to the exterior roof of Building, the exterior structural walls, plumbing infrastructure, and the concrete foundation. Lessor is responsible for the replacement of the HVAC unit(s), so long as the replacement is not due to a failure by Government to properly maintain the HVAC system.

B. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled "Telecommunications: Local Exchange Access" of the SFO.

GOVT

LESSOR

6. The following are attached and made a part of this lease hereof:

- Solicitation for Offers (SFO) 9TX2932 dated March 4, 2011
- GSA Form 3517 entitled GENERAL CLAUSES (Rev. [11/05])
- GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. [1/07])
- Exhibit A: Legal Description – Administration Building and Land Site
- Exhibit B: Legal Description – Donated Real Property
- Exhibit C: Fair Market Value Purchase Option for the Administration Building and Land Site, Eagle Pass, TX
- Exhibit D: Floor Plan - Administration Building and Land Site

7. The following changes were made in this lease prior to its execution:

Paragraphs nine (8) through eleven (11) are added.

8. Common Area Factor: In accordance with the SFO paragraph entitled "Common Area Factor," the common area factor is established as 1.12 (14,652 / 13,132).

9. In addition, the Government will have at no additional cost, an option to purchase the Administration Building and Land Site and the improvements thereon described in Exhibits A and D, and called herein the "Administration Building and Land Site," or the Lessor's interest therein, during the term of this lease agreement. The terms of this option are specified in attached as Exhibit "C."

10. Central Contractor Registration (CCR):

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for all procurements. The Lessor must be registered in the CCR prior to lease award. The Lessor shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Lessor is required to update or renew its registration annually.

In accordance with the SFO paragraph entitled "Central Contractor Registration," the Lessor shall register by the time of the full execution of this Lease Agreement.

11. Unauthorized Tenant Improvements:

All questions pertaining to this Lease shall be referred, in writing, to the Contracting Officer of the General Services Administration (GSA) or his/her designee. The Government's occupant of the leased premise is not authorized to administer this lease or make commitments to the Lessor that is not followed-up with a written agreement to the Lease. GSA assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of this Lease or any other cost authorized, in writing, by the GSA Contracting Officer. The Lessor will not be reimbursed for any services not provided for in this Lease, including but not limited to; services, repairs, changes in scope of work, and alterations, without the written authorization of a Contracting Officer.

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

LESSOR

BY

[Redacted Signature]

Interim City Manager
Title

Gloria T. Barrientes
(printed name)

IN P

[Redacted Signature]

100 S. Monroe Street
(Address)

Ramsey English Cantu, Mayor
(printed name)

Eagle Pass, TX 78852
City State Zip

UNITED STATES OF

BY

[Redacted Signature]

GENERAL SERVICES ADMINISTRATION
819 Taylor St., 5A18, Ft. Worth, Texas 76102
Contracting Officer
(Official title)