

## U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE: 6-23-11

LEASE NO: GS-O7B-16906

THIS LEASE, made and entered into this date by and between GREENE COUNTY CONSERVATION DISTRICT

Whose address is: 201 West Court Street, Room 203  
Paragould, Arkansas 72450-4309

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 considerations hereinafter mentioned, covenant and agree as follows:

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

A total of 4,169 Rentable Square Feet (RSF) of office and related space (3,988 ANSI/BOMA Office Area Square Feet (ABOA) at 206 Rockingchair Road, Paragould, Arkansas 72450-2401. Included in the rent at no additional cost to the government are 24 parking spaces including the reserved spaces mentioned in Paragraph 8.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) years, five (5) years firm, subject to termination and renewal rights as may be hereinafter set forth. Landlord shall deliver the Premises within one hundred twenty business days (120) following receipt of the building permit from the City of Paragould.
3. The Government shall pay the lessor annual rent for the entire term, monthly, in arrears, as follows:

TERM	OPERATING RENT	ANNUAL RENT
Months 1-60	\$20,011.20	\$106,059.91
Months 61-120	\$20,011.20	\$74,613.90

Months 1 – 60 included \$140,896.04 amortized for five (5) years at 6.0%.

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

GREENE COUNTY CONSERVATION DISTRICT  
201 West Court Street, Room 203  
Paragould, AR 72450-4309

4. The Government may terminate this lease in whole or in part at any time after the fifth lease year by giving at least sixty (60) 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. In addition to the Initial ten (10) year term, which the Government may terminate upon the fifth anniversary of the lease, as described above, Lessor grants the Government Renewal Options as stated below:

Renewal Options: This lease may be renewed at the option of the Government, for the following terms and at the following rentals:

Provided notice is given in writing to the Lessor at least 120 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. For months 121 through 180, the Government shall pay annual rent of \$80,670.15 which includes shell, and \$20,011.20 per year for operating costs, plus operating cost adjustments per the lease. Rent will be paid monthly in arrears.

Greene County Conservation District LESSOR

Signature: *Joey Massey* v. Chairman

Name of Signer: *Joey Massey*

### ADDRESS

In the Presence of (Signature): *Jennifer Graves*

Name of Signer: *Jennifer Graves*

### UNITED STATES OF AMERICA

Signature: *[Signature]*

Name of Signer: *Garrett Gordon*

OFFICIAL TITLE OF SIGNER: *Contracting Officer*



6. Lessor Shall furnish to the Government, as part of rental consideration, the following:
  - a. Those facilities, services, utilities, and maintenance in accordance with Solicitation for Offers 9AR2087.
  - b. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease stated in Solicitation for Offers 9AR2087 and the design intent drawings.
  - c. Build out shall be in accordance with Solicitation for Offers 9AR2087 and Government approved design intent drawings.
  - d. Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.
7. The Following are attached and made a part hereof:
  - a. Solicitation for Offers 9AR2087 dated 11/5/2010 (Pages 1-44, plus a 14 page Special Requirements attachment).
  - b. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), Pages 1-10.
  - c. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), Pages 1-7.
  - d. Exhibit A – Base Plans.
  - e. Legal Description.
8. The following changes were made to the SF-2 before execution: None
9. A total of twenty four (24) parking spaces will be available for government use. Included in this total will be two (2) van accessible parking spaces for people with disabilities. Four (4) spaces will be reserved for two (2) government vehicles, one (1) Trailer in a space controlled by the lessor, and one (1) covered, enclosed and secured reserved off-street parking space for a government ATV.
10. In accordance with SFO paragraph 3.2, the Tenant Improvement Allowance (TI) provided in the lease is \$35.33 ABOA or \$140,896.04, which is amortized at an interest rate of 6.0% over 5 years. The T/I will be used to construct the interior space in accordance with the approved Design Intent Drawings provided by the Government.
11. In accordance with Paragraph 4.2 (Tax Adjustment), the percentage of Government Occupancy is established as 55.5867% (4,169 RSF of the whole building/7,500 RSF).
12. In accordance with Paragraph 4.3 (Operating Costs), the escalation base is established as \$20,000.00.
13. In accordance with Paragraph 4.1(C) (Common Area Factor), the common area factor (CAF) is established as 1.05 based on 3,988 ANSI/BOMA Office Area Square Feet (ABOA) and 4,169 rentable square feet.
14. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises), the adjustment is established as \$1.50 ABOA (rental reduction) for the space vacated by the Government prior to expiration of the term of the lease.
15. In accordance with Paragraph 4.6 (Overtime Usage), it is established to be \$1.25 per hour for the entire leased space for HVAC and electrical overtime usage. Overtime will not be charged during hours when the building is operating for other tenants.
16. In accordance with Paragraph 4.5 (Normal Hours), hours of operation are established to be 7:00 a.m. to 5:00 p.m., Monday – Friday, excluding Government holidays. Overtime will not be charged during the hours when the building is open and operating for other customers.
17. In no event shall the lessor enter into negotiations concerning the space leased, with anyone, other than Contracting Officers and their designated representatives of the General Services Administration.
18. Window glazing shall be provided by the Lessor in accordance with Solicitation for Offers 9AR2087 paragraph 10.13, *Shatter-Resistant Window Protection Requirements*. This cost is included in the shell rate.

INITIALS: jm LESSOR & [Signature] GOV'T

19. In accordance with the SOLICITATION FOR OFFERS 9AR2087, Paragraph 2.3 the Lessor and the Broker have agreed to a SFO cooperating lease commission of [REDACTED] of the firm term value of this lease. The total amount of the commission is [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit, to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the and forming a part of this lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month of the rental payments and continue for three months until fully recaptured.

-LAST ITEM-

INITIALS: Jm LESSOR & [Signature] GOV'T