



## LEASE

Facility Name/Location

**MERCED, CA – BELL STATION (054878-004)**

2334 M St., Merced, CA 95340-9998

County: Merced

Project: F00000286607

This Lease, made and entered into by and between **THE CITY OF MERCED**, hereinafter called the Landlord, and the **UNITED STATES POSTAL SERVICE**, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a one-story, multi-tenant, concrete building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQUARE FEET
Net Interior Floor Space	
(includes men and women's bathrooms)	3,740
½ of common area entrance	170
Loading area	395
Total Site Area:	4,305.00

The Postal Service leases space within the building commonly known as the Federal Building/Post Office. Lease includes three parking spaces and loading area in the rear of the building.

2. TO HAVE AND TO HOLD the Premises with their appurtenances for the following term:

**FIXED TERM:** The term becomes effective July 1, 2009 with an expiration date of June 30, 2014, for a total of 5 years.

3. **RENTAL:** The Postal Service will pay Landlord an annual rental of:

\$75,798.00 beginning July 1, 2009 and ending June 30, 2010  
\$77,313.00 beginning July 1, 2010 and ending June 30, 2011  
\$78,860.00 beginning July 1, 2011 and ending June 30, 2012  
\$80,437.00 beginning July 1, 2012 and ending June 30, 2013  
\$82,045.00 beginning July 1, 2013 and ending June 30, 2014

Annual rent shall be payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Above rent includes maintenance of Postal Service's space as defined in the Maintenance Rider, Postal Service's proportionate share of all common area maintenance expenses, property taxes, and insurance, if any. Postal Service is responsible for its janitorial services and utility charges as defined in the Utilities Rider.

Facility Name/Location  
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2334 M St., Merced CA 95340-9998

County: Los Angeles  
Project: F00000286607

Rent checks shall be payable to:

CITY OF MERCED  
John Bramble, City Manager  
678 West 18<sup>th</sup> Street  
Merced CA 95340-4708

unless the Contracting Officer is notified, in writing by Landlord, of any change in payee or address at least sixty (60) days before the effective date of the change.

4. **RENEWAL OPTION:** The Lease may be renewed at the option of the Postal Service, for the period July 1, 2014 through June 30, 2019 provided that notice is sent, in writing, to the Landlord at least 180 days before the end of the original lease term. All other terms and conditions of this Lease will remain the same during the renewal term unless stated otherwise. Rent for the renewal term shall be as follows:

\$83,686.00 beginning July 1, 2014 and ending June 30, 2015  
\$85,360.00 beginning July 1, 2015 and ending June 30, 2016  
\$87,067.00 beginning July 1, 2016 and ending June 30, 2017  
\$88,808.00 beginning July 1, 2017 and ending June 30, 2018  
\$90,585.00 beginning July 1, 2018 and ending June 30, 2019

5. **OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider – Landlord Responsibility, and Existing Floor Plan A-1.

6. **TERMINATION:** None, except as specified elsewhere in this Lease.

7. **LEGAL DESCRIPTION:** A portion of the building commonly known as 415 W. 18<sup>th</sup> Street, Merced, CA 95340-9998. See Existing Floor Plan A-1.

8. **UTILITIES:** All other utility charges not mentioned in the Utilities Rider shall be the responsibility of the Postal Service.

9. **IMPROVEMENTS:** Postal Service shall be responsible for all costs associated with modifications to the interior of its space. Postal Service shall obtain all necessary permits and complete all building modifications utilizing current building codes. All improvements are subject to Landlord's written consent, which consent shall not be unreasonably withheld, and approval by the Department of the Interior. Structural improvements shall require certified architectural plans for review and approval by Landlord.

10. **MAINTENANCE:** Landlord shall maintain the demised premises in accordance with the Maintenance Rider-Landlord Responsibility. Landlord is also responsible for maintaining all of the common areas.

Facility Name/Location  
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County: Los Angeles  
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**11. COMMISSION:** No commission shall be due to any party.

**12. OTHER PROVISIONS:** This Lease is subject to the provisions of the Quitclaim Deed for the subject property dated August 31, 2007 and recorded on September 6, 2007 as document number 2007-049578 in the office of the county recorder, County of Merced, California.



## General Conditions to USPS Lease

### 1. CHOICE OF LAW

This Lease shall be governed by federal law.

### 2. RECORDING

Not Required

### 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

### 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

### 6. SUBLEASE

The Postal Service may sublet all or any part of the premises and assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

**VOID**

### 7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures, and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located) and fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and shall not be removed or otherwise disposed of by the Postal Service.

**VOID**



## General Conditions to USPS Lease

### 8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
  1. the date the contracting officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

### 9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose, to the best of its knowledge, the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The parties acknowledge and agree that, prior to the Landlord's acquisition of the premises on or about August 31, 2007, the premises was owned and operated by the United States of America, acting by and through the Administrator of General Services.



## General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that, to the best of its knowledge, the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that, to the best of its knowledge, there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

### 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.

3. ~~Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage or casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.~~

**VOID**

4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

## Maintenance Rider Landlord Responsibility

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenantable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and





## Maintenance Rider Landlord Responsibility

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
  - (2) Postal Service employees; and
  - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



## Utilities, Services, & Equipment Rider

Facility Name/Location

MERCED, CA - BELL STATION (054878-004)  
2334 M ST, MERCED, CA 95340-9998

County: Merced

Lease: F00000286607

**1. HEAT**

Landlord must furnish heating system in good working order, together with all fuel required for proper operation of the system, in accordance with the Maintenance Rider, during the continuance of the Lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents.

**2. AIR CONDITIONING**

Landlord must furnish air-conditioning equipment in good working order, together with all power required for proper operation of the equipment, in accordance with the Maintenance Rider, during the continuance of the Lease.

**3. ELECTRICITY**

Landlord must furnish an electrical system in good working order, in accordance with the Maintenance Rider, and pay for all recurring electric bills, during the continuance of the Lease.

**4. LIGHT**

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

**5. WATER**

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water bills, during the continuance of the Lease.

**6. SEWER**

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer bills, during the continuance of the Lease.

**7. TRASH**

The Landlord agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

**8. SNOW**

Not Applicable

"Exhibit A"

LEGAL DESCRIPTION

415 West 18<sup>th</sup> Street  
Merced, California 95340

All that Real Property situate in the City of Merced, County of Merced, State of California, described as follows:

Lying and being in Merced, California, fronting One Hundred Eighty-Five feet (185') feet on the Northerly side of Eighteenth Street, and extending Northwardly of the width along the Westerly side of Alameda ("K") Street, One Hundred Fifty feet (150') to the 20-foot public alley bounding said site on the North, and being the Easterly Thirty-Five feet (35') of Lot 13, all of Lots 14, 15 and 16 in Block 146 of the City of Merced, California, as said lots and block are designated and delineated on that certain map entitled "SUPPLEMENTAL MAP TO TOWN OF MERCED", filed March 4, 1889 in the Office of the County Recorder of said County of Merced, in Vol. 2 of Official Plats, at page 12.

Consisting of 0.64 acre, more or less.





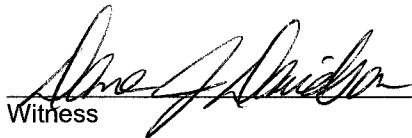
Lease

EXECUTED BY LANDLORD this 21<sup>st</sup> day of July, 2009.

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

  
John M. Bramble, City Manager, City of Merced, California

Landlord's Address: City of Merced  
John M. Bramble, City Manager  
678 West 18<sup>th</sup> Street  
Merced CA 95340-4708  
209.385.6827 telephone  
209.723.1780 fax  
Email: [bramblej@cityofmerced.org](mailto:bramblej@cityofmerced.org)

  
Witness

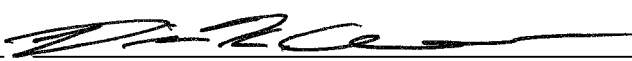
Witness

- All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the landlord is married, the husband or wife of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

**ACCEPTANCE BY THE POSTAL SERVICE**

10-24-09

Date

  
Diana K. Alvarado, Contracting Officer

Pacific Facilities Service Office  
395 Oyster Point Blvd., Suite 225  
South San Francisco CA 94080-0300

Account Number: n/a

Amount: n/a

VERIFIED

BY:   
Finance Officer

FINANCE ENTRY	
Contract No:	290165
Vendor Number:	NIA
P.O. Number:	NIA
Funds Available:	No funds to encumber. MRN 6/30/09

MR# 21323 6/30/09 RF

# ADMINISTRATIVE REPORT

AGENDA  
ITEM: J-13

MTG.  
DATE: 07-20-09

TO: John M. Bramble, City Manager  
FROM: Joshua R. Ewen, Redevelopment Technician  
DATE: July 20, 2009  
SUBJECT: Lease Agreement with the United States Postal Service at the Bell Station

---

**RECOMMENDATION:** Adopt a motion:

- A. Approving the Lease Agreement between the United States Postal Service and the City of Merced for the Bell Station located at 415 West 18<sup>th</sup> Street; and,
- B. Authorizing the City Manager to execute the necessary documents.

---

**POSSIBLE AGENCY ACTIONS:**

- 1. Adopt the motion as recommended by staff; or,
  - 2. Deny the request completely; or,
  - 3. Refer back to staff for reconsideration of specific items as requested by Council; or,
  - 4. Continue item to a future Council meeting (date and time to be specified in Council motion).
- 

**AUTHORITY:** Charter of the City of Merced, Section 200.

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**DISCUSSION:**

The United States Postal Service (USPS) has been a tenant of the Bell Station since 1933. Staff retained USPS as a tenant when the City acquired the Bell Station from the U.S. General Services Administration in 2007. In 2008, the City entered into a one (1) year lease extension with the USPS. The USPS currently occupies 4,305 square feet that includes 3,740 square feet of dedicated space to their operations; the remaining square footage accounts for their share of the loading dock and lobby area (Attachment 1). USPS is now requesting a long term lease agreement which will be retroactive to July 1, 2009. Authorized representatives of USPS have signed the agreement and it has been attached for review (Attachment 2).



The agreement will be for five (5) years with a five (5) year option. Rent will begin at a base of \$75,798.00 annually (\$6,316.50 monthly). This figure is a two percent (2%) increase over the past fiscal year. A two percent (2%) per annum increase will follow the base year and continue through the subsequent years of the agreement. Rent will include the cost of janitorial services, maintenance and utilities. Maintenance for the Bell Station includes floor care, garbage removal and other general upkeep. The City will furnish utilities including electricity, gas, water, sewer and trash services. These services and utilities were required by the USPS as a condition for the execution of the lease. Revenues will be deposited into Fund 063, Department 2005 for the aforementioned services and maintenance of the facility.

The proposed terms will allow the City will retain a long term tenant while also meeting the financial responsibilities to pay maintenance and utility charges. Negotiations with USPS returned the following terms:

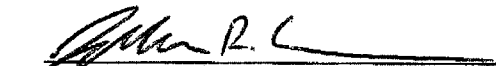
- Parties:** Lessor: City of Merced  
Lessee: United States Postal Service (USPS)
- Premises:** The subject site is a portion of 415 West 18<sup>th</sup> Street, consisting of 4,305 square feet.
- Term:** Five (5) years with Five (5) year option.
- Rent:** 75,798.00 base + 2% increase per annum
- Utilities:** Paid by the Lessor and included the in the lease rate. Includes water, sewage, refuse, electricity & natural gas.
- Maintenance:** Lessor to be responsible for all building maintenance. Lessor to provide interior janitorial maintenance.
- Improvements:** Restricted per designation on the National Register of Historic Places and to be approved by the Lessor and Federal Department of Interior.
- Other Terms:** Subject to the GSA Quitclaim Deed dated September 6, 2007.

City Manager  
July 20, 2009  
Page 3

**RECOMMENDATION:**

The United States Postal Service is a tenant valued by the entire community. The occupancy of USPS is historically significant to the Bell Station and the Downtown area. An executed lease agreement will also provide for a stable revenue source for a minimum of five (5) years. Staff recommends approval of the lease agreement with USPS for the Bell Station at 415 West 18<sup>th</sup> Street.

RESPECTFULLY SUBMITTED:

  
Joshua R. Ewen  
Redevelopment Technician

REVIEWED AND APPROVED:

  
William D. Cahill  
Assistant City Manager

REVIEWED AND APPROVED:

  
John M. Bramble  
Executive Director

**ATTACHMENTS**

1. Bell Station Floorplan
2. Lease Agreement



## Exercise of Renewal Option

**Facility Name/Location:**

MERCED, CA- BELL STATION (054878-004)  
415 W 18TH ST, MERCED, CA 95340-9997

County : Merced  
Lease: F00000286607

To  
CITY OF MERCED  
JOHN BRAMBLE CITY MGR  
678 W 18TH ST  
MERCED, CA 95340-4708

Certified Mail #  
70133020000017493497

**Issuing Office**

1300 EVANS AVENUE, SUITE 200  
SAN FRANCISCO, CA 94188-8200

Date of Existing Lease: 06/29/2009

The existing Lease was amended by:

Amendment No. 001 accepted by the USPS on 06/30/2014

Pursuant to the Lease covering this facility, the Postal Service hereby exercises its option to renew said Lease as follows:

Term: 5 Years From (Date): 07/01/2014 To (Date): 06/30/2019 Annual Rate: \$63,500.00

In all other respects, the said Lease shall remain the same and is hereby confirmed.

**Remarks**

THANK YOU FOR PROVIDING THIS FACILITY FOR POSTAL USE.

Date  
06/30/2014

Name of Contracting Officer  
Laureen Yamakido

Signature



## Lease Amendment

Facility Name/Location

BELL STATION (054878-004)

415 W 18<sup>th</sup> ST, MERCED, CA 95340-9998

Amendment No: 001

Lease: F00000286607

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/30/2009, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

In all other respects, the Lease shall remain the same and is hereby confirmed.



## Addendum

Facility Name/Location  
BELL STATION (054878-004)  
415 W 18<sup>th</sup> ST, MERCED, CA 95340-9998

County: Merced  
Lease: F00000286607

### RENEWAL NOTICE DATE AMENDED:

Page 2, Section 4: RENEWAL OPTIONS of the Lease, states that notice must be sent, in writing, to the Landlord at least 180 days before the end of the original lease term.

Both parties hereby agree to amend Page 2, Section 4: RENEWAL OPTIONS so that for the first renewal option only, notice will be concurrent with the expiration of the base term, on June 30, 2014.

### RENEWAL OPTIONS:

Page 2, Section 4: RENEWAL OPTIONS - Both parties hereby agree to amend Page 2, Section 4: RENEWAL OPTIONS, to adjust the rent for the first renewal option and add an additional options, as follows:

OPTION	EFFECTIVE DATE	EXPIRATION DATE	PER ANNUM RENTAL
1	7/01/2014	06/30/2019	\$63,500.00
2	7/01/2019	06/30/2024	\$66,759.00

The First renewal option shall be simultaneously exercised upon counter-signature by the Postal Service.

RENT ABATEMENT SECTION ADDED - A new Section 13 is added to the Lease to read as follows:

13. RENT ABATEMENT: Landlord shall provided two (2) months of rent abatement for the months of July and August of 2014 equal to \$5,291.66 per month for a total of \$10,583.32.

COMMISSION SECTION AMENDED - Both parties hereto agree to add language to Section 11 of the Lease as follows:

BROKERAGE: Landlord agrees to pay Tenant's representative CBRE, Inc. a leasing commission per the terms of a separate agreement for the first renewal option from 7/1/2014 – 06/30/2019.



## Lease Amendment

EXECUTED BY LANDLORD this 9<sup>th</sup> day of May, 2014.

### GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

In all other respects, the Lease shall remain the same and is hereby confirmed

Name of Governmental Entity: CITY OF MERCED

John M. Bramble  
Name & Title John M. Bramble, City

John M. BRAMBLE - CITY MANAGER  
Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Landlord's Address: CITY OF MERCED

JOHN BRAMBLE CITY MGR

678 WEST 18TH STREET

MERCED, CA

Zip+4 95340-4708

Landlord's Telephone Number(s): (209) 385 - 6827

(209) 723 - 1780

Federal Tax Identification No.: XX-XXX0371

### APPROVED AS TO FORM:

Kenneth Rozell 4/17/14  
**KENNETH ROZELL**  
Senior Deputy City Attorney

**ATTEST:**  
**CITY CLERK**

Witness

Witness

BY M. Lutz 5-9-14

**Assistant/Deputy City Clerk**

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

### ACCEPTANCE BY THE POSTAL SERVICE

Date: 6/30/14

Laureen A Yamakido  
Contracting Officer

Laureen A Yamakido  
Signature of Contracting Officer

Pacific FSO 1300 EVANS AVE., SUITE 200, SAN FRANCISCO, CA 94188-8200  
Address of Contracting Officer



Account Number: N/A

Amount: N/A

VERIFIED

BY:   
Finance Officer

FINANCE ENTRY	
Contract No:	<u>290165</u>
Vendor Number:	<u>N/A</u>
P.O. Number:	<u>N/A</u>
Funds Available:	<u>No funds to encumber.</u>
<b>05/08/14</b>	

MR # 21323 5/8/14 RJ 5-



## Exercise of Renewal Option

**Facility Name/Location:**

MERCED, CA- BELL STATION (054878-004)  
415 W 18TH ST, MERCED, CA 95340-9997

County : Merced  
Lease: F00000286607

To  
CITY OF MERCED  
JOHN BRAMBLE CITY MGR  
678 W 18TH ST  
MERCED, CA 95340-4708

Certified Mail #  
70133020000017493497

**Issuing Office**

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Term: 5 Years From (Date): 07/01/2014 To (Date): 06/30/2019 Annual Rate: \$63,500.00

In all other respects, the said Lease shall remain the same and is hereby confirmed.

**Remarks**

THANK YOU FOR PROVIDING THIS FACILITY FOR POSTAL USE.

Date  
06/30/2014

Name of Contracting Officer  
Laureen Yamakido

Signature





## Lease Amendment

Facility Name/Location

BELL STATION (054878-004)  
415 W 18<sup>th</sup> ST, MERCED, CA 95340-9998

Amendment No: 001

Lease: F00000286607

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WHEREAS, the Postal Service desires and Landlord is willing to amend the Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows, effective on the date this document is executed by the Postal Service.

In all other respects, the Lease shall remain the same and is hereby confirmed.



## Addendum

Facility Name/Location  
BELL STATION (054878-004)  
415 W 18<sup>th</sup> ST, MERCED, CA 95340-9998

County: Merced  
Lease: F00000286607

### RENEWAL NOTICE DATE AMENDED:

Page 2, Section 4: RENEWAL OPTIONS of the Lease, states that notice must be sent, in writing, to the Landlord at least 180 days before the end of the original lease term.

Both parties hereby agree to amend Page 2, Section 4: RENEWAL OPTIONS so that for the first renewal option only, notice will be concurrent with the expiration of the base term, on June 30, 2014.

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COMMISSION SECTION AMENDED - Both parties hereto agree to add language to Section 11 of the Lease as follows:

BROKERAGE: Landlord agrees to pay Tenant's representative CBRE, Inc. a leasing commission per the terms of a separate agreement for the first renewal option from 7/1/2014 – 06/30/2019.



## Lease Amendment

EXECUTED BY LANDLORD this 9<sup>th</sup> day of May, 2014.

### GOVERNMENTAL ENTITY

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

In all other respects, the Lease shall remain the same and is hereby confirmed

Name of Governmental Entity: CITY OF MERCED

John M. Bramble  
Name & Title John M. Bramble, City

John M. BRAMBLE - CITY MANAGER  
Name & Title

Name & Title

Name & Title

Name & Title

Name & Title

Landlord's Address: CITY OF MERCED  
JOHN BRAMBLE CITY MGR  
678 WEST 18TH STREET  
MERCED, CA

Zip+4 95340-4708

Landlord's Telephone Number(s): (209) 385 - 6827

(209) 723 - 1780

Federal Tax Identification No.: XX-XXX0371

### APPROVED AS TO FORM:

Kenneth Rozell 4/17/14  
**KENNETH ROZELL**  
Senior Deputy City Attorney

**ATTEST:  
CITY CLERK**

5-9-14  
**BY: Assistant/Deputy City Clerk**

Witness

Witness

- Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

### ACCEPTANCE BY THE POSTAL SERVICE

Date: 6/30/14

Laureen A Yamakido  
Contracting Officer

Laureen A Yamakido  
Signature of Contracting Officer

Pacific FSO 1300 EVANS AVE., SUITE 200, SAN FRANCISCO, CA 94188-8200  
Address of Contracting Officer



Account Number: N/A

Amount: N/A

VERIFIED

BY:   
Finance Officer

FINANCE ENTRY	
Contract No:	290165
Vendor Number:	N/A
P.O. Number:	N/A
Funds Available:	No funds to encumber.
05/08/14	

MR # 21323 5/8/14 RJ 5-



## LEASE

Facility Name/Location  
**MERCED, CA – BELL STATION (054878-004)**  
2334 M St., Merced, CA 95340-9998

County: Merced  
Project: F00000286607

This Lease, made and entered into by and between **THE CITY OF MERCED**, hereinafter called the Landlord, and the **UNITED STATES POSTAL SERVICE**, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Landlord hereby leases to the Postal Service and the Postal Service leases from the Landlord the following premises, hereinafter legally described in paragraph 7, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' attached hereto and made a part hereof.

Upon which is a one-story, multi-tenant, concrete building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQUARE FEET
Net Interior Floor Space	
(includes men and women's bathrooms)	3,740
½ of common area entrance	170
Loading area	395
Total Site Area:	4,305.00

The Postal Service leases space within the building commonly known as the Federal Building/Post Office. Lease includes three parking spaces and loading area in the rear of the building.

2. TO HAVE AND TO HOLD the Premises with their appurtenances for the following term:

**FIXED TERM:** The term becomes effective July 1, 2009 with an expiration date of June 30, 2014, for a total of 5 years.

3. **RENTAL:** The Postal Service will pay Landlord an annual rental of:

\$75,798.00 beginning July 1, 2009 and ending June 30, 2010  
\$77,313.00 beginning July 1, 2010 and ending June 30, 2011  
\$78,860.00 beginning July 1, 2011 and ending June 30, 2012  
\$80,437.00 beginning July 1, 2012 and ending June 30, 2013  
\$82,045.00 beginning July 1, 2013 and ending June 30, 2014

Annual rent shall be payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Above rent includes maintenance of Postal Service's space as defined in the Maintenance Rider, Postal Service's proportionate share of all common area maintenance expenses, property taxes, and insurance, if any. Postal Service is responsible for its janitorial services and utility charges as defined in the Utilities Rider.

Facility Name/Location  
**MERCED, CA – BELL STATION (054878-004)**  
2334 M St., Merced CA 95340-9998

County: Los Angeles  
Project: F00000286607

Rent checks shall be payable to:

**CITY OF MERCED**  
John Bramble, City Manager  
678 West 18<sup>th</sup> Street  
Merced CA 95340-4708

unless the Contracting Officer is notified, in writing by Landlord, of any change in payee or address at least sixty (60) days before the effective date of the change.

**4. RENEWAL OPTION:** The Lease may be renewed at the option of the Postal Service, for the period July 1, 2014 through June 30, 2019 provided that notice is sent, in writing, to the Landlord at least 180 days before the end of the original lease term. All other terms and conditions of this Lease will remain the same during the renewal term unless stated otherwise. Rent for the renewal term shall be as follows:

\$83,686.00 beginning July 1, 2014 and ending June 30, 2015  
\$85,360.00 beginning July 1, 2015 and ending June 30, 2016  
\$87,067.00 beginning July 1, 2016 and ending June 30, 2017  
\$88,808.00 beginning July 1, 2017 and ending June 30, 2018  
\$90,585.00 beginning July 1, 2018 and ending June 30, 2019

**5. OTHER PROVISIONS:** The following additional provisions, modifications, riders, layouts, and/or forms were agreed upon prior to execution and made a part hereof:

Utilities Services & Equipment Rider, Maintenance Rider – Landlord Responsibility, and Existing Floor Plan A-1.

**6. TERMINATION:** None, except as specified elsewhere in this Lease.

**7. LEGAL DESCRIPTION:** A portion of the building commonly known as 415 W. 18<sup>th</sup> Street, Merced, CA 95340-9998. See Existing Floor Plan A-1.

**8. UTILITIES:** All other utility charges not mentioned in the Utilities Rider shall be the responsibility of the Postal Service.

**9. IMPROVEMENTS:** Postal Service shall be responsible for all costs associated with modifications to the interior of its space. Postal Service shall obtain all necessary permits and complete all building modifications utilizing current building codes. All improvements are subject to Landlord's written consent, which consent shall not be unreasonably withheld, and approval by the Department of the Interior. Structural improvements shall require certified architectural plans for review and approval by Landlord.

**10. MAINTENANCE:** Landlord shall maintain the demised premises in accordance with the Maintenance Rider-Landlord Responsibility. Landlord is also responsible for maintaining all of the common areas.

Facility Name/Location  
**MERCED, CA – BELL STATION (054878-004)**  
2334 M St., Merced CA 95340-9998

County: Los Angeles  
Project: F00000286607

**11. COMMISSION:** No commission shall be due to any party.

**12. OTHER PROVISIONS:** This Lease is subject to the provisions of the Quitclaim Deed for the subject property dated August 31, 2007 and recorded on September 6, 2007 as document number 2007-049578 in the office of the county recorder, County of Merced, California.



## General Conditions to USPS Lease

### 1. CHOICE OF LAW

This Lease shall be governed by federal law.

### 2. RECORDING

Not Required

### 3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the Landlord must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the Landlord must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

### 4. ASSIGNMENTS

a. The terms and provisions of this Lease and the conditions herein are binding on the Landlord and the Postal Service, and all heirs, executors, administrators, successors, and assigns.

b. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

1. the contracting officer; and
2. the surety or sureties upon any bond.

c. Assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, provided that:

1. such transfer is subject to this Lease agreement; and

2. both the original Landlord and the successor Landlord execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the USPS Contracting Officer; and in the case of new leased space projects, the lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

### 5. APPLICABLE CODES AND ORDINANCES

The Landlord, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service. When the Postal Service or one of its contractors (other than the Landlord) is performing work at the premises, the Postal Service will be responsible for obtaining all necessary and applicable permits, related items, and associated costs.

### 6. SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

**VOID**

### 7. RESTORATION AND ALTERATIONS

a. Upon written notification by Landlord within 30 days of the expiration or termination of this Lease, the Postal Service shall restore the premises to a "broom clean" and usable condition, excepting the following: reasonable and ordinary wear and tear; and damages by the elements or by circumstances over which the Postal Service has no control. If Landlord provides the above notice, the Postal Service and Landlord shall negotiate and reach agreement on necessary items of restoration and the reasonable cost for restoration; the Postal Service shall pay Landlord this agreed-upon amount and shall have no further restoration duties under this Lease.

b. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased provided such alterations, additions, structures, fixtures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located. Any alterations, fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and shall be removed or otherwise disposed of by the Postal Service.

**VOID**





## General Conditions to USPS Lease

### 8. CLAIMS AND DISPUTES

- a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").
- b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the contracting officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the contracting officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the contracting officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The contracting officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
  1. the date the contracting officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. The Landlord must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

### 9. HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

The Landlord must identify and disclose, to the best of its knowledge, the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACBM. The Landlord agrees to disclose, to the best of its knowledge, any information concerning the presence of lead-based paint, radon above 4 pCi/L, and lead piping or solder in drinking water systems in the building, to the Postal Service.

Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos material or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law are subsequently identified on the premises, the Landlord agrees to remove such materials or substances upon notification by the Postal Service at Landlord's sole cost and expense in accordance with EPA and/or State guidelines; prior to accomplishing this task, Landlord must seek written approval by the USPS Contracting Officer of the contractor and scope of work, such approval not to be unreasonably withheld. If ACBM is subsequently found in the building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If the Landlord fails to remove any friable asbestos or hazardous/toxic materials or substances, or fails to complete an AHERA asbestos survey and O&M plan, the Postal Service has the right to cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The parties acknowledge and agree that, prior to the Landlord's acquisition of the premises on or about August 31, 2007, the premises was owned and operated by the United States of America, acting by and through the Administrator of General Services.



## General Conditions to USPS Lease

The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense, fees and/or liability resulting from, brought for, or on account of any violation of this clause.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Landlord certifies:

- a. that, to the best of its knowledge, the property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances, including friable asbestos materials, as defined by applicable State or Federal law;
- b. that, to the best of its knowledge, there are no undisclosed underground storage tanks or associated piping, ACBM, radon, lead-based paint, or lead piping or solder in drinking water systems, on the property; and
- c. it has not received, nor is it aware of, any notification or other communication from any governmental or regulatory entity concerning any environmental condition, or violation or potential violation of any local, state, or federal environmental statute or regulation, existing at or adjacent to the property.

### 10. FACILITIES NONDISCRIMINATION

- a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.
- b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

### 11. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at [www.usps.com/publications](http://www.usps.com/publications).

Clause 1-5, *Gratuities or Gifts* (March 2006)

Clause 1-6, *Contingent Fees* (March 2006)

Clause 9-3, *Davis-Bacon Act* (March 2006)<sup>1</sup>

Clause 9-7, *Equal Opportunity* (March 2006)<sup>2</sup>

Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)<sup>3</sup>

Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (March 2006)<sup>4</sup>

Clause B-25, *Advertising of Contract Awards* (March 2006)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF and involving construction work over \$2,000.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

1. The Landlord shall, except as otherwise specified herein and except for damage resulting from the act or negligence of Postal Service agents or employees, maintain the demised premises, including the building and any and all equipment, fixtures, systems, and appurtenances, whether severable or non-severable, furnished by the Landlord under this Lease, in good repair and tenantable condition, during the continuance of the Lease. Landlord's duties include repair and replacement as necessary.

For the purpose of so maintaining said premises and property, the Landlord may, at reasonable times, and upon reasonable notice to the facility manager, enter and inspect the same and make any necessary repairs thereto.

2. Landlord is responsible for inspection, prevention and eradication of termites and any other wood-eating insects and for repairs of any damage resulting therefrom during the continuance of the Lease.
3. ~~Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the lease, and at least once every five (5) years during the continuance of the lease unless required more often because of damage from fire or casualty, or unless the time period is specifically modified in writing by the Contracting Officer. Landlord is required to apply only one coat of paint. USPS will be responsible for cost of additional coats of paint, including application costs. USPS will be responsible for moving furniture and equipment away from walls as required.~~

4. Any heating system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; such system must be capable of providing a uniform temperature of at least 65 degrees Fahrenheit (65°F.) in all enclosed portions of the demised premises (excluding the rear vestibule) at all times. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system, any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents. The Postal Service shall be responsible for regular replacement of filters.

Boilers (heating and hot water supply) and unfired pressure vessels provided by the Landlord as part of the leased premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by the Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.

5. Any elevators, escalators and dumbwaiters provided by the Landlord as part of the leased premises shall be maintained, and, if necessary, replaced by the Landlord during the continuance of the Lease in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.



## Maintenance Rider Landlord Responsibility

6. Any air-conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider; air-conditioning must be capable of providing a uniform temperature of no greater than 78 degrees Fahrenheit (78°F.) in all enclosed portions of the demised premises at all times. Landlord shall be responsible for servicing of the air-conditioning equipment during the continuance of the Lease, including, refrigerant as required for proper operation of the equipment. The Postal Service shall be responsible for regular replacement of filters.
7. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order, and must be maintained and, if necessary, replaced by Landlord to ensure proper operation during the continuance of the Lease and in accordance with this Maintenance Rider.
8. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by the Landlord shall be maintained, and if necessary, replaced by the Landlord during the continuance of the Lease. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
9. Whether public or private water or sewer systems are provided, said systems are to be maintained and replaced by the Landlord during the continuance of the Lease, including any inspections that may be required.
10. If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or are otherwise determined by the Postal Service to be unfit for use and occupancy, or whenever there is a need for maintenance, repair, or replacement which is the Landlord's obligation under this Maintenance Rider, the Postal Service will require the Landlord to rebuild or repair the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. The Postal Service will, except in emergencies, provide the Landlord with written notice stating a reasonable time period for completion of all necessary repairs. (A copy of any such notice shall be sent to the Landlord's mortgagee and any assignee of monies due or to become due under this Lease whose names and addresses have been furnished to the Postal Service by the Landlord. Failure to give such written notice to the Landlord or to the mortgagee or assignee shall not affect the Postal Service's rights to recover expended costs under this provision, provided that the costs expended by the Postal Service are reasonable in amount.) The Postal Service, acting through the Contracting Officer, may proportionately abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable, or unfit for use and occupancy, by reason of such condition.

If the Landlord (or the mortgagee or assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the notice (or any extension thereof as may be granted at the sole discretion of the Postal Service), or fails to complete the work within said time, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus any administrative cost and/or interest, from rental payments due or to become due under this Lease. Alternatively, the Contracting Officer may, if the demised premises are determined to be untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

11. The Landlord must:
  - a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA); and



## **Maintenance Rider Landlord Responsibility**

- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with a; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this agreement; and
  - (2) Postal Service employees; and
  - (3) the public.

The Landlord must include this clause in all subcontracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any subcontract must be deemed to refer to the subcontractor.



## Utilities, Services, & Equipment Rider

Facility Name/Location

MERCED, CA - BELL STATION (054878-004)  
2334 M ST, MERCED, CA 95340-9998

County: Merced

Lease: F00000286607

### 1. HEAT

Landlord must furnish heating system in good working order, together with all fuel required for proper operation of the system, in accordance with the Maintenance Rider, during the continuance of the Lease. Any investigative or remediation cost associated with a release of fuel from the system, including any fuel tank, shall be the responsibility of the Landlord, unless the release is caused by the act or negligence of the Postal Service or its agents.

### 2. AIR CONDITIONING

Landlord must furnish air-conditioning equipment in good working order, together with all power required for proper operation of the equipment, in accordance with the Maintenance Rider, during the continuance of the Lease.

### 3. ELECTRICITY

Landlord must furnish an electrical system in good working order, in accordance with the Maintenance Rider, and pay for all recurring electric bills, during the continuance of the Lease.

### 4. LIGHT

Landlord must provide light fixtures in good working order, in accordance with the Maintenance Rider, during the continuance of the lease. Landlord is not responsible for replacement of light bulbs.

**5. WATER**

Landlord must furnish a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water bills, during the continuance of the Lease.

**6. SEWER**

Landlord must furnish a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer bills, during the continuance of the Lease.

**7. TRASH**

The Landlord agrees to furnish and pay for all trash removal for the demised premises during the continuance of the Lease.

**8. SNOW**

Not Applicable

**"Exhibit A"**

**LEGAL DESCRIPTION**

**415 West 18<sup>th</sup> Street  
Merced, California 95340**

**All that Real Property situate in the City of Merced, County of Merced, State of California, described as follows:**

**Lying and being in Merced, California, fronting One Hundred Eighty-Five feet (185') feet on the Northerly side of Eighteenth Street, and extending Northwardly of the width along the Westerly side of Alameda ("K") Street, One Hundred Fifty feet (150') to the 20-foot public alley bounding said site on the North, and being the Easterly Thirty-Five feet (35') of Lot 13, all of Lots 14, 15 and 16 in Block 146 of the City of Merced, California, as said lots and block are designated and delineated on that certain map entitled "SUPPLEMENTAL MAP TO TOWN OF MERCED", filed March 4, 1889 in the Office of the County Recorder of said County of Merced, in Vol. 2 of Official Plats, at page 12.**

**Consisting of 0.64 acre, more or less.**



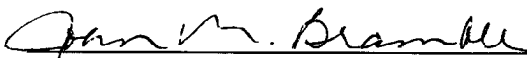




Lease

EXECUTED BY LANDLORD this 21<sup>st</sup> day of July, 2009.

By executing this Lease, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).



John M. Bramble, City Manager, City of Merced, California

Landlord's Address: City of Merced  
John M. Bramble, City Manager  
678 West 18<sup>th</sup> Street  
Merced CA 95340-4708  
209.385.6827 telephone  
209.723.1780 fax  
Email: [bramblej@cityofmerced.org](mailto:bramblej@cityofmerced.org)

  
Witness

Witness

- All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the landlord is married, the husband or wife of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

**ACCEPTANCE BY THE POSTAL SERVICE**

10-24-09



Date

Diana K. Alvarado, Contracting Officer

Pacific Facilities Service Office  
395 Oyster Point Blvd., Suite 225  
South San Francisco CA 94080-0300

Account Number: n/a

Amount: n/a

VERIFIED

BY:   
Finance Officer

FINANCE ENTRY	
Contract No:	290165
Vendor Number:	N/A
P.O. Number:	N/A
Funds Available:	No funds to encumber. MRN 6/30/09

MR# 21323 6/30/09 RF



March 1, 2023

Subject: Correspondence with USPS Leasing Office

Dear Lessor:

**Effective March 1, 2023 these USPS Leasing offices have been relocated to Denver, CO:**

-1300 EVANS AVE, SAN FRANCISCO, CA 94188

-500 FULLERTON AVE, CAROL STREAM, IL 60199

All leasing correspondence should now be sent using the contact information below.

**WEST Leasing Team**  
**P.O. Box 5527**  
**Denver, CO 80217-5527**

WEST TEAM handles Postal Facilities located in:  
AL, AK, AR, AZ, CA, CO, FL, GA, HI, IA, ID, KS, LA, MN, MO, MS, MT, NE, ND, NM, NV, OK,  
OR, SD, TX, UT, WA, WY, and Pacific Trust Territories.

**EAST Leasing Team**  
**P.O. Box 27497**  
**Greensboro, NC 27498-1103**

EAST TEAM handles Postal Facilities located in:  
CT, DE, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, TN, VA, VT, WI, WV,  
District of Columbia and Caribbean Trust Territories.

**LEASING HELP: LEASING CENTRAL MESSAGE CENTER (*EXCLUDES - Formal Notices*)**

**Toll Free Number: 1-844-661-8729**

**Central Email Box: [USPSLeasing@usps.gov](mailto:USPSLeasing@usps.gov)**

**When Contacting Facilities Leasing Please Include:**

- 1) Post Office Specific Location Information:  
Finance / Property #: (xxxxxx-xxx) (Found on the Lease, page 1)  
Post Office Address: Street, City, State, ZIP (Found on the Lease, page 1)
- 2) Landlord Contact Information Landlord Name, Phone #, and Email Address

Sincerely,

USPS Leasing Team

CB Richard Ellis, Inc.  
Brokerage Services

9/3/13

City of Merced  
Karen Baker

Via email: [bakerk@cityofmerced.org](mailto:bakerk@cityofmerced.org)

Copy Sent to:  
John Bramble, City Manager  
678 West 18<sup>th</sup> Street  
Merced, CA 95340-4708

**RE: USPS Merced CA Bell Station #054878-004  
2334 M St., Merced CA 95340**

Dear Mrs. Baker:

On behalf of our client, The United States Postal Service, we are pleased to present the following proposal to renew its lease for space at the subject property for consideration. We appreciate your cooperation and look forward to working with you. Please see the proposed terms below.

<b>BUILDING:</b>	2334 M St., Merced CA 95340
<b>AREA:</b>	3,740 square feet (Net Interior)
<b>TENANT:</b>	United States Postal Service
<b>LANDLORD ENTITY:</b>	City of Merced
<b>LANDLORD TAX ID:</b>	Please confirm the tax id number associated with this Landlord ends in xxx-xxx0371.
<b>TERM:</b>	Five (5) years
<b>COMMENCEMENT DATE:</b>	July 1, 2014
<b>BASE RENTAL RATE:</b>	Annual Base Rent shall be \$63,500/year, \$17.00/SF/year.
<b>TENANT IMPROVEMENTS:</b>	Tenant does not require a Tenant Improvement Allowance at this time.
<b>RENT ABATEMENT:</b>	2 months Free Rent
<b>OPERATING EXPENSES:</b>	Per the terms of the current Lease.
<b>MAINTENANCE:</b>	Per the terms of the current Lease.
<b>TAXES:</b>	Per the terms of the current Lease.

**TERMINATION OPTION:** None

**RENEWAL OPTION:** Landlord shall provide one (1), five (5) year renewal option at an annual rent of \$17.85 PSF/YEAR payable in equal \$66,759 yearly.

**LEASING COMMISSION:** In the event Landlord and Tenant fully execute a renewal amendment Landlord agrees to pay Tenant's representative a leasing fee representing 3% of the lease value payable at execution. Please sign the attached commission agreement.

**LEASE DOCUMENTATION:** USPS will provide a Lease Amendment on USPS required form.

**QUALIFICATION/ DISCLAIMER:** This proposal represents an outline of the basic terms and conditions by which Tenant is prepared to enter into a lease with Landlord, and which terms and conditions shall remain open for acceptance by Landlord until **August 11, 2013** unless earlier terminated by Tenant.

Notwithstanding the validity of the terms and conditions set forth herein, Tenant shall not be contractually bound until the proposed lease has received all customary approvals, and all related lease documents have been completed and signed by both parties.

**DOCUMENTS REQUESTED:** Please provide the following documents with an accepted proposal:

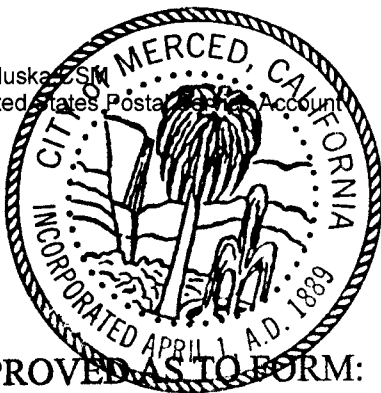
- General Warranty Deed (recorded)
- W9
- Corporate Authority

If the terms of this proposal are acceptable please sign where provided below. Upon receipt of this letter with your counter signature, the Postal Service will draft lease documents for your review. If you have any questions on this proposal please contact us to discuss.

Sincerely,

**ATTEST:  
CITY CLERK**

Marya Haluska, SM  
GCS, United States Postal Service Account



**APPROVED AS TO FORM:**

Kenneth Rozell  
**KENNETH ROZELL**  
Senior Deputy City Attorney

BY	<u>[Signature]</u> 5-9-14
Approved and Accepted	Assistant Deputy City Clerk
By:	<u>John M. Bramble</u>
Its:	<u>CITY MANAGER</u>
Date:	<u>05-09-2014</u>

214752 PO#: 11404  
FUNDS/ACCOUNTS VERIFIED

FINANCE OFFICE

DATE

Funds Available. me 5/8/14  
063-2005-572-17-00  
\$9207.50 ju

# CBRE- COMMISSION AGREEMENT

This document is entered into this 5<sup>th</sup> day of May 2014 between The City of Merced California having an address of 678 West 18th Street Merced, CA 95340-4708 as owner or owner's authorized agent ("Owner") and **CBRE, Inc.** affiliate or assign ("Broker") for the payment of commission as described herein.

1. Building Address

**Merced Bell Station #054878-004**  
**415 W. 18th Street** (listed in current lease as 2334 M Street)  
**Merced CA 95341**

2. Agreement

Upon the execution of the (LEASE/LEASE AMENDMENT) ("Lease") which becomes effective July 1st, 2014 between Owner and US Postal Service ("Tenant"), Owner agrees to pay a leasing commission of which CBRE's share is equal to 3% of the Lease Value for the fixed term of the Lease.

Period	Annual Rent	Total Rent	Commission Rate	Amount Due
7/1/2014 – 6/30/2015	\$52,916.68	\$52,916.68	3%	\$1,587.50
7/1/2015 – 6/30/2019	\$63,500.00	\$254,000.00	3%	\$7,620.00
<b>TOTAL</b>				<b>\$9,207.50</b>

3. Time of Payment

Payment shall be made by Landlord within 30 days of full execution of Lease Agreement. Please see the instructions below for either check or wire payment. PLEASE NOTE: An invoice will be submitted by CBRE, Inc. at the time payment is due. Please do not send a check prior to receiving an invoice.

a. **Wiring Instructions:**

Bank Name:	Wells Fargo
Address:	333 S. Grand Avenue 3 <sup>rd</sup> Floor Los Angeles, CA 90071
ABA Number:	121-000-248
Swift Code	
Name on Account:	CBRE, Inc. – Transaction Accounting Depository
General Account Number:	4945214393
Reference Information:	Dawn Burchfield, Finance Manager US Postal Service Account Building ID: # 054878-004

b. **Mailing a check:**  
**Lockbox Address –via US Mail**  
**CB Richard Ellis, Inc.**  
**P.O. Box 406588**  
**Location Code 2011**  
**Atlanta, GA 30384-6588**

4. General Provisions

This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. Any purported amendment, modification or withdrawal which is oral shall be void and of no effect whatsoever. This Agreement shall be binding on the heirs, successors and assigns of the respective parties.

5. Authority

Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement on behalf of the party for whom he or she signs and that this Agreement binds such party.

OWNER

By:

By: John M. Bramble

Name: JOHN M. BRAMBLE

Title: CITY MANAGER

Date: 05-09-2014

BROKER

By: CBRE, Inc.

By: Scott Carruth

Name: Scott Carruth

Title: Vice President

Date: 3/11/2014

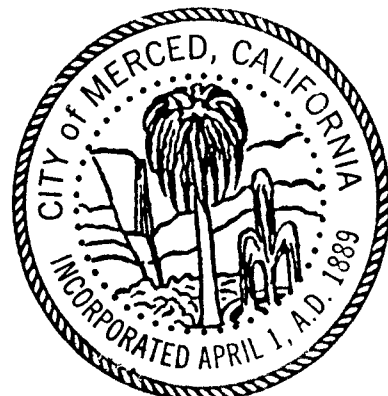
ATTEST:  
CITY CLERK

BY: Michelle 5-9-14  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

Kenneth Rozell 4/17/14  
KENNETH ROZELL  
Senior Deputy City Attorney

1-1778 214752 PO# 114041  
FUNDS/ACCOUNTS VERIFIED  
Michelle 5-8-14  
FINANCE OFFICE DATE  
Funds Available. MK 5/8/14  
063-2005-572-17-00 5  
\$9207.50 2







## Lease Extension

Facility Name/Location  
BELL STATION (054878-004)  
415A W 18TH ST, MERCED, CA 95340-9997

Lease Extension No: 001  
Lease: F00000286607

This refers to the Lease accepted by the United States Postal Service, hereinafter called the Postal Service, under date of 06/29/2009, whereby there is leased to the Postal Service the above-described facility.

WHEREAS, the Postal Service desires and Landlord is willing to extend said Lease as specified below;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

To extend the terms and conditions of the said Lease, as the same may have been modified or amended, for a fixed term basis beginning 07/01/2024 and ending 12/31/2024 at an annual rental of \$66,759.00 or \$5,563.25 per Month.

See Addendum.

In all other respects, the Lease shall remain the same and is hereby confirmed.



## Addendum

Facility Name/Location  
BELL STATION (054878-004)  
415A W 18TH ST, MERCED, CA 95340-9997

County: Merced  
Lease: F00000286607

1. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

1103  
FUNDS/ACCOUNTS VERIFIED

 8/30/24

FINANCE OFFICE

DATE #580

No funds to encumber. ~~at~~ 8/30/24

Tyler Cust # 580



PL 8/24/24

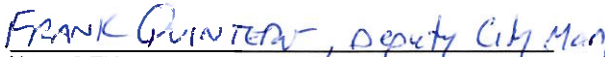
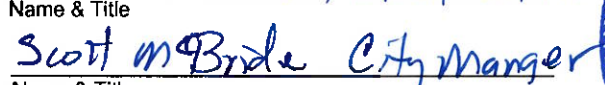
EXECUTED BY LANDLORD this 3rd day of September, 2020.

**GOVERNMENTAL ENTITY**

By executing this Lease Amendment, Landlord certifies that Landlord is not a USPS employee or contract employee (or an immediate family member of either), or a business organization substantially owned or controlled by a USPS employee or contract employee (or an immediate family member of either).

Name of Governmental Entity: CITY OF MERCED

  
Name & Title Scott McBride, City Manager  
  
Name & Title \_\_\_\_\_

  
Name & Title FRANK GUINTER, Deputy City Manager  
  
Name & Title Scott McBride City Manager



Name & Title \_\_\_\_\_

Name & Title \_\_\_\_\_

Name & Title \_\_\_\_\_

Name & Title \_\_\_\_\_

Landlord's Address: City Of Merced  
Scott McBride, City Manager  
678 W 18TH ST  
MERCED, CA

Zip+495340-4708

Landlord's Telephone Number(s): (209) 385 - 6834

(209) 385-6826

Federal Tax Identification No.: XX-XXX0371

**ATTEST:  
CITY CLERK**

Witness \_\_\_\_\_

Witness \_\_\_\_\_

BY   
Alejandra Medina

- a. Where the Landlord is a governmental entity or other municipal entity, the Lease must be accompanied by documentary evidence affirming the authority of the signatory(ies) to execute the Lease to bind the governmental entity or municipal entity for which he (or they) purports to act.
- b. Any notice to Landlord provided under this Lease or under any law or regulation must be in writing and submitted to Landlord at the address specified above, or at an address that Landlord has otherwise appropriately directed in writing. Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and submitted to "Contracting Officer, U.S. Postal Service" at the address specified below, or at an address that the Postal Service has otherwise directed in writing.

**ACCEPTANCE BY THE POSTAL SERVICE**

Date: \_\_\_\_\_

Terrence P Brennan  
Contracting Officer

\_\_\_\_\_  
Signature of Contracting Officer

Western FSO 7500 E 53RD PL RM 1108, DENVER, CO 80266-9918  
Address of Contracting Officer

Facility Name: MERCED-BELL STATION  
Fin/Sub No: 054878-004  
Address: 415A W 18TH ST  
City, ST, ZIP: MERCED, CA 95340-9997

### Real Estate Conflict of Interest Certification

To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, Scott McBride hereby certify to the Postal Service as follows:  
[PRINT: name of potential Landlord/Supplier/Contractor]

- A. (Check all that apply) I am:
- (i) ☐ A Postal Service employee;
  - (ii) ☐ The spouse of a Postal Service employee;
  - (iii) ☐ A family member of a Postal Service employee; (Relationship) \_\_\_\_\_
  - (iv) ☐ An individual residing in the same household as a Postal Service employee;
  - (v) ☐ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing space or intending to lease space to the Postal Service; OR
  - (vi) ☒ None of the above.
- B. (Complete as applicable):
- i. I have the following job with the Postal Service (Title) \_\_\_\_\_  
(Location) \_\_\_\_\_
  - ii. My Spouse who works for the Postal Service holds the following job:  
(Title) \_\_\_\_\_ (Location) \_\_\_\_\_
  - iii. My family member who works for the Postal Service holds the following job:  
(Title) \_\_\_\_\_ (Location) \_\_\_\_\_
  - iv. My household member who works for the Postal Service holds the following job: \_\_\_\_\_  
(Title) \_\_\_\_\_ (Location) \_\_\_\_\_
- C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
- D. The person signing this certification has full power of authority to bind the potential Landlord/Supplier/Contractor named above.

Executed this 3rd day of September, 2024 by

BY: [Signature]  
[Insert Signature]

BY: Scott McBride  
[PRINT: name of entity or person]

Title: City Manager  
[Insert title]