U.S. Army Corps of Engineers
Title 10 USC 2661
OFFICE LEASE
PRIVATELY OWNED PROPERTY

BETWEEN

XXXXXXX

AND

THE UNITED STATES OF AMERICA

TAX ID#: **DUNS #:**

THIS LEASE ("Lease") made and entered into this _____day of _____ 2026, by and between , whose address is , whose interest in the property hereinafter described is that of owner, hereinafter called "Lessor", and the UNITED STATES OF AMERICA and its assigns, hereinafter called the "Government":

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government, the following described premises: Approximately_____ square feet located at_____, which is shown in **Exhibit "A"**, Parcel Map, more particularly described in **Exhibit "B"**, Legal Description, attached hereto and made a part hereof, to be used for Government purposes.

TO HAVE AND TO HOLD the said Leased Premises with their appurtenances for a one-year firm term lease, with_____(**4)** one-year option periods, with the term beginning_____(**"Lease Commencement Date"**) and ending on_____(**"Lease Expiration Date"**), subject to termination rights as hereinafter set forth (the "Term"). The Government shall provide written notice to the Lessor of the Government's intent to renew this lease at least **90** days prior to the expiration date of the current term, provided further, that the renewal of this lease is subject to adequate appropriations being made available from year to year for the payment of rentals. If the Lessee does not provide written notice to the Lessor of the Government's intent to renew this lease prior to the expiration date of the current lease term, this lease will expire, with no further notice being required from the Government, at the end of the current lease term.

For purposes of this Lease, "Lease Year" shall mean the twelve (12) month period commencing on the Lease Commencement Date or Amended Lease Commencement Date, as applicable, and each subsequent twelve (12) month period thereafter during the Term. The Government shall pay Lessor annual Rent of $_____for each Lease Year.

The date that rent commences hereunder ("Rent Commencement Date") shall be the Lease Commencement Date or the Amended Lease Commencement Date, as provided in Paragraph two.

Rent shall be payable monthly in arrears. Payment of Rent shall be made by **electronic funds transfer** and shall be payable to_____, by: U. S. Army Corps of Engineers, USACE Finance Center, Attn: CEFC AO, 5720 Integrity Drive, Millington, Tennessee 38054-5005.

SERVICES AND UTILITIES TO BE PROVIDED BY LESSOR AS PART OF THE LEASE:

Lessor shall ensure connections are available at the Premises for water, sewer, electricity, and high-speed internet. Government shall be responsible for water, sewer, electricity, internet, and other utilities used or consumed on the Premises.

SPECIAL OR OTHER PROVISIONS:

a. The Government shall have the right of ingress and egress and the Premises shall be accessible by the Government twenty-four (24) hours per day, seven (7) days per week.

b. Lessor acknowledges and agrees that the Premises shall be used for the Government's and its contractors' placement and use of the temporary office trailers, a temporary analytical lab that handles soil samples containing low levels of radioactive contamination, temporary storage facilities and parking.

c. During the Term of this Lease, any fixtures, additions, or structures existing on the Effective Date and constructed by Government, or so placed in, upon or attached to the Premises after the Effective Date with the consent of Lessor, shall be and remain the property of the Government. Lessor may, at the time of its consent to the additions or improvements, or upon not less than one hundred eighty (180) days' written notice to the Government, and before termination of the Lease, require restoration of the Premises, subject to exceptions to restoration stated below of all alterations. In this event, prior to the expiration or termination of this Lease, or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole election, either;

(1) restore the premises to the same condition as that existing at the time of entering into the lease or;

(2) make appropriate settlement to the Lessor representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

d. The Government shall not restore the Premises, either physically or by payment in lieu thereof, for damages as a result of reasonable and ordinary wear and tear, the elements, or for alterations, or damage thereto, which the Government installed at its expense, or the Lessor installed and was reimbursed by the Government through payment thereof. Should a mutually acceptable settlement be made hereunder, the parties enter into a Supplemental Agreement at the termination of the Lease hereto effectuating such settlement.

e. At all times during the Term of this Lease, Government shall maintain the Premises in good condition, appearance, and repair, at its sole cost and expense, and in compliance with all applicable rules, laws, statutes, and regulations. Lessor shall have no liability whatsoever for the repair, replacement, maintenance, or restoration of the Premises. The parties agree that any settlement of damages by the Government, if any, shall be done at termination of the lease.

CONTIGENCY:

a The Government's obligation and legal liability for payment of the Rent provided under this Lease during the Term hereof is expressly contingent upon the appropriation by Congress of the funds required to meet such obligation. The Government represents that Congress has appropriated funds required to meet the Government's obligations for Rent for the first Lease Year and the Government's portion of the cost of construction of the Tenant Improvements. The Government shall request the inclusion of payment of Rent hereunder, in its budget requests during each Lease Year for the balance of the Term. If Congress fails to appropriate the required funds, the Government shall terminate this Lease in accordance with this Paragraph foregoing.

b. If the Government vacates all or any portion of the Leased Premises, Lessor shall have the right to market (advertise, sign, show) the vacant space and to procure new subleases, provided the Government shall have the right to approve any sublease of its space, which approval shall not be unreasonably withheld or delayed.

NOTIFICATIONS:

a. Any notice under the terms of this Lease given by the Government or Lessor shall be in writing and shall be either (a) delivered personally to the party being notified, or (b) delivered by certified mail, return receipt requested, postage prepaid, and, if to the Government, shall be addressed to the Real Estate Contracting Officer St. Louis District Corps of Engineers, ATTN: Chief, Real Estate Division, 1222 Spruce Street, ST. Louis MO 63103., and if to Lessor, shall be addressed to

_____.

b. In the event of change of ownership of the leasehold interest of Lessor in the lease Premises, Lessor agrees to notify the Government as soon as possible of the change of ownership and further agrees to furnish the Government a copy of the assignment, or other proof of ownership transfer, within thirty (30) days of the effective date of said change of ownership. Failure by Lessor to provide requested documents within said (30) days may result in the delay of rental or other payments due under this lease until such time that proof of ownership transfer is provided to the Government.

c. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Lease contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

d. The Government may, by written notice to Lessor, terminate the right of Lessor to proceed under this Lease if it is found, after notice and hearing, by the Secretary of the Army or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Lessor, or any agent or representative of Lessor to any officer or employee of the Government with a view toward securing a lease or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing, of such leases; provided that the existence of facts upon which the Secretary of the Army or his

duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. In the event this Lease is terminated as provided above, the Government shall be entitled (1) to pursue the same remedies against Lessor as it could pursue in the event of a breach of the Lease by Lessor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of the Army or his duly authorized representative) which shall be not less than three nor more than ten (10) times the costs incurred by Lessor in providing any such gratuities to any such officer or employee. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law under this Lease.

This Lease shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

The following are attached and made a part hereof as Exhibits:

Exhibit A, Parcel Map
Exhibit B, Legal Description

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

Witness: LESSOR:

_____

_____

BY: _____

_____
(Printed Name/Address of Witness)

Witness: THE UNITED STATES OF AMERICA

_____

_____

BY: _____

_____
(Printed Name/Address of Witness) Real Estate Contracting Officer