LEASE AGREEMENT

BETWEEN

CLARENCE L. REINHART/WILLIAM F. RIGBY

AND

EG&G IDAHO, INC.

FOR

IDAHO FALLS INEL BUS PARKING FACILITY

CONTENTS

ARTICLE	TITLE	PAGE
	INTRODUCTION AND RECITALS	1
1.	DESCRIPTION OF PREMISES	1
2.	CONDITION REPORT	1
3.	TITLE	1
4.	TERM OF LEASE	2
5.	TERMINATION FOR DEFAULT	2
6.	AVAILABILITY OF FUNDS	2
7.	RENTAL PAYMENTS	2
8.	ADMINISTRATION	2
9.	NOTICES	3
10.	ASSIGNMENT AND/OR SUBLEASING	3
11.	TAXES, UTILITIES AND BUILDING SERVICES	3
12.	APPLICABLE CODES AND ORDINANCES	3
13.	DIVISION OF MAINTENANCE RESPONSIBILITIES	4
14.	FAILURE IN PERFORMANCE	4
15.	DESTRUCTION OF PREMISES	4
16.	ALTERATIONS	5
17.	LESSOR'S SUCCESSORS	5
19.	OFFICIALS NOT TO BENEFIT	6
19.	ASSIGNMENT OF CLAIMS	6
20.	EQUAL OPPORTUNITY	6
21.	INSURANCE	7

ARTICLE	TITLE	PAGE
22.	COVENANT AGAINST CONTINGENT FEES	8
23.	EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL	8
24.	CANCELLATION OPTION	8
25.	LEASE TO PURCHASE	9
26.	DISPUTES	9
	SIGNATURES	9

LEASE AGREEMENT NO. C85-110700
BETWEEN
CLARENCE L. REINHART/WILLIAM F. RIGBY
AND
EG&G IDAHO, INC.
FOR
IDAHO FALLS BUS PARKING FACILITY

THIS LEASE, entered into the 16th day of June, in the year One Thousand Nine Hundred and Eighty-Six (1986), by and between CLARENCE L. REINHART/WILLIAM F. RIGBY whose business address is P. O. Box 540, Idaho Falls, ID 83402 (hereinafter called the "Lessor") and EG&G IDAHO, INC. (hereinafter called the "Lessee"), an Idaho corporation with operating offices in Idaho Falls, Idaho, acting under its Contract No. DE-AC07-76ID01570 with the United States of America, represented by the United States Department of Energy (called "DOE" or the "Government");

W I T N E S S E T H T H A T

The parties hereto, for the considerations hereinafter set forth, covenant and agree as follows:

ARTICLE 1 - DESCRIPTION OF PREMISES

A. The premises which are the subject of this Lease consists of:

The South 160.41 feet of Lot 8 and all of Lots 9 through 13, Block 1 of the Chaffin Addition, Division No. 2, to the City of Idaho Falls, Idaho, with improvements as cited in EG&G Specification A-ECS-40031, Revision B.

B. The Lessor certifies that the leased parking lot and support facilities have been constructed in accordance with EG&G Specification A-ECS-40031, Revision B, including all authorized changes.

ARTICLE 2 - CONDITION REPORT

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

ARTICLE 3 - TITLE

The Lessor warrants it has title to the property covered by this Lease, or sufficient interest and rights in the property to guarantee the lease agreement with no interference to the Lessee's rights of possession under the lease. Should the Lessee suffer any damages or expenses as the result of any defect in the Lessor's title or rights and interests in the property, the Lessor shall reimburse the Lessee for all such damages or expenses.

ARTICLE 4 - TERM OF LEASE

To have and to hold the above premises with their appurtenances for the term of twenty years beginning June 16, 1986 and ending at midnight June 15, 2006, subject to the provisions of this Lease.

ARTICLE 5 - TERMINATION FOR DEFAULT

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Lessee with such diligence as will ensure delivery of the leased premises by June 15, 1986, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Lessee may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Lessee or the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

ARTICLE 6 - AVAILABILITY OF FUNDS

The Lessee's obligation hereunder is contingent upon the availability of appropriated funds from the United States Congress from which payment for the Lease purposes can be made. No legal liability on the part of the Lessee or the Government for payment of any money shall arise unless and until the funds are made available to the Lessee from year to year for this Lease.

ARTICLE 7 - RENTAL PAYMENTS

A. The Lessee will pay the Lessor rent at the monthly rate of TEN THOUSAND DOLLARS ($10,000.00) for the first 180 months of the lease and at the monthly rate of SEVEN THOUSAND DOLLARS ($7,000.00) for the remaining 60 months of the lease.

B. All rental payments under this Lease will be made by the Lessee on a calendar month basis, in arrears, beginning at the end of the first calendar month of the Lease term, without submission of invoices or vouchers.

C. If the effective date of this lease is not on the first day of a month, the rental payment for the first month of occupancy by the Lessee shall be determined on a pro rata basis predicated on a 30-day month.

ARTICLE 8 - ADMINISTRATION

A. The Lessor agrees, unless the Lessee is otherwise notified in writing, that Mr. William Rigby or Mr. Clarence Reinhart and/or their duly authorized representative will have overall responsibility and authority for the Lessor under the Lease, and unless a change in assignment is made by the Lessor, the Lessor and/or the duly authorized representative will be available at all reasonable times in connection herewith.

B. It is agreed that, unless the Lessor is otherwise notified in writing, Lessee's responsibilities under this Lease shall be administered by the Manager, R&D Subcontracts of EG&G Idaho, Inc. and/or his duly authorized representative, who is Dennis Miller, Subcontract Administrator.

ARTICLE 9 - NOTICES

Any notice or order given under the terms of this Lease shall be considered as having been given:

A. To the Lessee, if delivered personally to the designated representative of the Manager, Subcontracts, or if mailed by U. S. Mail addressed to EG&G Idaho, Inc., Manager, Subcontracts, P. O. Box 1625, Idaho Falls, ID 83415, or

B. To the Lessor, if delivered personally to its duly authorized representative at 3004 Westmoreland Circle, Idaho Falls, Id 83402 or, if mailed by U. S. Mail, addressed to P. O. Box 540, Idaho Falls, Id 83402.

ARTICLE 10 - ASSIGNMENT AND/OR SUBLEASING

The Lessee shall have the right, at any time, to assign or sublet the premises hereby leased or any part thereof to the Government or the Government's designee without the consent of the Lessor, and upon such assignment, DOE or its designee will assume payments hereunder. Should such assignment or subletting be for only a part of the premises, then the rental will be proportionately divided between the Lessee and any successor; provided that, responsibility for payment of the rent shall not be divided between more than two (2) parties. Any assignment or subleasing hereunder will be conditioned upon the use of any part of the leased premises being compatible with the function and purposes of the total facility.

ARTICLE 11 - TAXES, UTILITIES AND BUILDING SERVICES

A. The Lessor shall pay all real estate taxes and other assessments which may be made against the premises leased hereunder.

B. The Lessee will pay, when due, all communication expenses which may become due and payable by reason of the Lessee's use and occupancy of said premises, and will pay for all heating and ventilating, electrical power, water, sewer and garbage disposal as required by the Lessee's use and occupancy of said premises.

ARTICLE 12 - APPLICABLE CODES AND ORDINANCES

A. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and establishment of the facility, at its own expense, to obtain all necessary permits and related items.

B. Should the use of the subject facility for the purpose of operating a large bus fleet around the clock, 7 days per week, in any way be restricted during the course of the lease by reason of Federal, State, County or City legislation, code or ordinance, the annual rental payment shall be adjusted downward by an amount agreed upon by the Lessor and the Lessee.

ARTICLE 13 - DIVISION OF MAINTENANCE RESPONSIBILITIES

The Lessor shall maintain in attractive and good operating order all facilities provided by the Lessor during the course of this lease; to include the pavement, fencing, service island, building, all plumbing, heating, cooling systems and all electrical and mechanical devices and fixtures. Any and all of the same shall be maintained, repaired, or replaced as needed by the Lessor at Lessor's expense. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the Lessee, enter and inspect the same and make any necessary repairs thereto. Such maintenance and repair does not cover the Lessee's negligence or abuse of the facility, but does cover normal wear and tear.

The Lessee, at its expense, shall provide janitorial service for daily cleaning of the building; shall remove miscellaneous trash from the parking lot; shall replace all light bulbs (building and parking lot) and shall provide for snow removal.

ARTICLE 14 - FAILURE IN PERFORMANCE

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, the Lessee may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Lessee that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments. Alternately, the Lessee may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Lessee. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law.

ARTICLE 15 - DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the said premises during the said term, or any extension thereof, from any cause, the Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days from the date of said partial destruction; but such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent from the date of such partial destruction and continuing until such repairs are made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in the said premises.

B. In the event of partial destruction to such extent that the Lessor cannot, with normal effort, complete the necessary repairs to restore the premises within sixty (60) days as hereinabove provided, the Lessor shall, within fifteen (15) days after such partial destruction of the said premises, advise the Lessee of its inability to complete the necessary repairs and restoration within sixty (60) days. In such event, the parties shall agree as to a reasonable time in which the repairs will be completed. Should the parties fail to agree as to an acceptable time to complete such repairs, the failure to agree shall constitute a "dispute" within the "Disputes" article of this Lease. If EG&G Idaho, Inc., DOE or one of its other prime contractors is then the Lessee, or alternatively at the option of either party, the Lease may be terminated if agreement is not reached within thirty (30) days.

C. A total destruction of the facility shall terminate this Lease.

ARTICLE 16 - ALTERATIONS

A. The Lessee shall have the right, during the term or any extended period of this Lease, to make alterations or modifications subject to the Economy Act limitations, or to attach fixtures and erect signs in or upon the premises hereby leased, which fixtures, alterations and/or signs so placed in or upon or attached to the said premises shall be and remain the property of the Lessee or the Government as the case may be, and may be removed therefrom by the Lessee prior to the expiration of this Lease. At the option of DOE, the Lessee and/or the Lessor, such improvements may be left upon the premises upon termination or expiration of the term or extended term of this Lease; in which case, such improvements shall become the property of the Lessor. In the event the improvements are removed by the Lessee, the Lessee agrees to restore the premises to the condition in which they were prior to their installation, reasonable wear and tear accepted.

B. Title to property of the United States Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

C. Should major capital alterations or modifications be desired by mutual agreement, these will be installed by the Lessor and a new rental rate shall be negotiated to cover the cost of installation and any increased real estate taxes resulting therefrom.

ARTICLE 17 - LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

ARTICLE 18 - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Lease, 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.

ARTICLE 19 - ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S. Code 203, 41 U.S. Code 15), if this Lease provides forpayments aggregating One Thousand Dollars ($1,000.00) or more, claims for monies due or to become due to the Lessor from the Government under this Lease may be assigned to the 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 such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party, except any such assignment or reassignment may be made to one party as agent or trustee for two (2) or more parties participating in such financing. Notwithstanding any provisions of this Lease, payments to an assignee of any monies due or to become due under this Lease shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

ARTICLE 20 - EQUAL OPPORTUNITY

This article is applicable unless this Lease is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch 60).

During the performance of this Lease, the Lessor agrees as follows:

A. The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Lessor setting forth the provisions of this "Equal Opportunity" article.

B. The Lessor will, in all solicitations of advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Lessor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the Lessee, advising the labor union or workers' representative of the Lessor's commitments under this "Equal Opportunity" article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Lessor's noncompliance with the Equal Opportunity article of this Lease or with any of the said rules, regulations, or orders, this Lease may be cancelled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Lessor will include the provisions of paragraphs A. through G. in every lower tier subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each lower tier subcontractor or vendor. The Lessor will take such action with respect to any lower tier subcontract or purchase order as DOE may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the Lessor becomes involved in, or is threatened with, litigation with a lower tier subcontractor or vendor as a result of such direction by DOE, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 21 - INSURANCE

It is agreed that the Lessor and Lessee shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests and that neither party shall be obliged to obtain insurance as regards the other party's real or personal property; Provided, however, that this provision shall not be constructed as a waiver of any rights of subrogation or entitlements in law by either party.

ARTICLE 22 - COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this article.)

ARTICLE 23 - EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

A. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or for the time periods for the particular records specified in Subpart 4.7 of the

Federal Acquisition Regulation (48 CFR 4.7) whichever expires earlier as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease, or compliance with any clause thereunder.

ARTICLE 24 - CANCELLATION OPTION

The Lessee may cancel this lease by payment of a percentage of the sum of annual rental payments remaining in the lease term in accordance with the following schedule:

Year	Percent of Unpaid Rent for Term Balance
1 through 5	50%
6 through 10	45%
11 through 15	60%
16 through 20	15%

To exercise this option, the Lessee must give the Lessor written notice at least 60 days in advance.

In the event Article 6, Availability of Funds, becomes operative at any time during the lease term, EG&G Idaho or the Government shall not be liable for cancellation costs.

ARTICLE 25 - LEASE TO PURCHASE

The Lessor shall apply a portion of each month's rent as a credit toward the purchase by the Lessee, of the leased facility. The purchase price shall be no greater than $850,000, and the purchase option may be exercised by the Lessee at any time during the term of this Lease.

The portion of each month's rent applied as a credit against the purchase price is $2,000.

ARTICLE 26 - DISPUTES

All disputes between the parties pertaining to this lease which are not disposed of by agreement shall be decided by litigation in the appropriate state or federal court located within the State of Idaho. Any substantive issue of law in such litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. There shall be no interruption of this lease during the pendency of any dispute that may arise between the parties hereto or between the Lessor and its subcontractors in support of this lease.

LESSEE
EG&G IDAHO, INC.

BY _____

TITLE _____

LESSOR
CLARENCE L. REINHART/WILLIAM F. RIGBY

BY _____

TITLE _____

AMENDMENT NO. 1

TO

LEASE AGREEMENT NO. C85-110700

BETWEEN

EG&G IDAHO, INC.

AND

CLARENCE REINHART/WILLIAM F. RIGBY

FOR

ELECTRICAL UPGRADE OF HEADBOLTER HEATER SYSTEM

THIS MODIFICATION AGREEMENT NO. 1, effective January 1, 1987, is to accomplish the following:

1. Increase the monthly rental rate of the facility;

2. Increase the optional purchase price amount; and

3. Increase the monthly dollar amount applicable as credit toward the purchase price.

The parties hereto mutually agree to the following changes:

I. ARTICLE 7 - RENTAL PAYMENTS, Paragraph A. shall be changed to increase the monthly rental by $700, from $10,000 to $10,700, commencing with January, 1987 rent through the 180th month of the lease, and from $7,000 to $7,700 for the remaining 60 months of the lease.

II. ARTICLE 25 - LEASE TO PURCHASE shall be changed by increasing the optional purchase price by $53,266, from $850,000 to a new amount of $903,266. The portion of each month's rent applied as credit against the purchase price is increased by $126, from $2,000 to $2,126.

Except only as changed by this Amendment No. 1, all of the terms and conditions of Lease Agreement No. C85-110700 shall remain in full force and effect.

EG&G IDAHO, INC.

BY _____

TITLE ~~C.D. CUTLER, MANAGER~~ R&D SUBCONTRACTS

CLARENCE REINHART/WILLIAM F. RIGBY

BY _____

TITLE _____

EG&G (5-86)

DISTRIBUTION OF SUBCONTRACTS, PURCHASE ORDERS AND MODIFICATIONS

TITLE: I.F. Bus Lot - Chaffin Ave.

NO. C 8 5 1 1 0 7 0 0 — TO — — MOD — —

		ORIGINAL	COPIES
Subcontractor Reinhardt/Rigby		~~—~~ done	
Subcontract Administrator D G. Miller		X done	
Requester Alerwin Gardner			1
Quality Engineer —			1
—	G. R. Thomas - w/1097		1
—	M. S. Quigley - w/1097		1
—	R. W. Ellis - CF-601B - w/1097		1
—	S. K. Hathaway - (LOFT Only)		1
X	Accounts Payable		1
—	J. E. White (GFM)		1
—	R. E. Gray (S/C personnel at INEL)		1
—	Receiving/Inspection w/1097 CF-601B		1
—	Chicago Patent Office (if Patent Rights Article Applicable)		2
—	R. L. Barnett (if Patent Rights Article Applicable) (cover sheet only)		
—	Publications Processing (TSA) (Scientific & Technical Reports Article only)		1
—	Other		
—	Department of Labor (over $10,000 - SF 99		

Effective Date 06 16 86

Delivery Date 06 15 06

Dollar Value $ 2,220,000 Charge No. C6715 0000 4700

Requisition No. 50-144085 Vendor No. — — — — — — — —

Distributed: Date 7-3-86

By J Swenson

ASSIGNMENT OF LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That GRANDVIEW INVESTMENT, INC., an Idaho corporation, of Idaho Falls, Bonneville County, Idaho, as Party of the First Part hereto, for and in consideration of the sum of One and No/100 Dollar ($1.00), and other good and valuable considerations, lawful money of the United States of America, the receipt whereof is hereby acknowledged, does hereby assign, transfer, grant, sell, confirm, set over and deliver unto CLARENCE L. REINHART and WILLIAM F. RIGBY, of Idaho Falls, Bonneville county, Idaho, as Parties of the Second Part hereto, all its right, title and interest in and to that certain Lease Agreement No. C85-110700 dated June 15, 1986, wherein Party of the First Part hereto is Lessor and EG&G Idaho, Inc. is Lessee, a copy of which is attached hereto.

That the real property made the subject of such Lease Agreement is described as follows, to-wit:

> The South 160.41 feet of Lot 8 and all of Lots 9 through 13, Block 1 of the Chaffin Addition, Division No. 2, to the City of Idaho Falls, Bonneville County, Idaho, with improvements as cited in EG&G Specification A-ECS-40031, Revision B, including all authorized changes.

TO HAVE AND TO HOLD the aforesaid Lease and all rights and privileges of the Party of the First Part hereto in, to and under said Lease unto the said Parties of the Second Part, their heirs and assigns, forever.

That Parties of the Second Part hereby promise and agree to keep and perform all obligations to be kept and/or performed by the Lessor under said Lease and to indemnify and save harmless Party of the First Part from any and all obligations thereunder from and after the 15th day of June, 1986.

It is understood that this Assignment shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the 13th day of June, 1986.

GRANDVIEW INVESTMENTS, INC.

By _____
President

ATTEST:

_____
~~Secretary~~

PARTY OF THE FIRST PART

_____
Clarence L. Reinhart

_____
William F. Rigby

PARTIES OF THE SECOND PART

STATE OF _____)
) ss.
County of _____)

ON THIS 1 ~~day~~ of ~~June~~ July, 1986, before me, _____, a Notary Public in and for said State, personally appeared CLARENCE L. REINHART and ~~DOROTHY L. REINHART~~ William F. Rigby, known to me to be the President and ~~Secretary~~ Vice President of the corporation that executed the within and foregoing instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission Expires: _____

STATE OF Idaho)
) ss.
County of Bonneville)

ON THIS 1 ~~day~~ of ~~June~~ July, 1986, before me, Diane Hawley, a Notary Public in and for said ~~State~~, personally appeared CLARENCE L. REINHART, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Diane Hawley
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: 9-30-1991

STATE OF IDAHO)
) ss.
County of Bonneville)

ON THIS 1 ~~day~~ of ~~June~~ July, 1986, before me, Diane Hawley, a Notary Public in and for said ~~State~~, personally appeared WILLIAM F. RIGBY, known to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Diane Hawley
Notary Public for Idaho
Residing at Idaho Falls, Idaho
My Commission Expires: 9-2-1991

ACKNOWLEDGMENT OF ASSIGNMENT

The undersigned, EG&G IDAHO, INC., an Idaho corporation, hereby acknowledges the within and foregoing Assignment of Lease to CLARENCE L. REINHART and WILLIAM F. RIGBY by GRANDVIEW INVESTMENT, INC., and does hereby agree to remit all rentals due by the undersigned to CLARENCE L. REINHART and WILLIAM F. RIGBY at P. O. Box 540, Idaho Falls, Idaho 83402.

Dated this 3rd day of July, 1986.

EG&G IDAHO, INC.

By Dennis G. Miller
Its Subcontract Administrator

STATE OF IDAHO)
) ss.
County of BONNEVILLE)

ON THIS 3rd day of July, 1986, before me, Diana K. Whaley, a Notary Public in and for said State, personally appeared Dennis G. Miller, known to me to be the Subcontract Administrator of the corporation that executed the within and foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Diana K. Whaley
Notary Public for Idaho
Residing at Idaho Falls
My Commission Expires: Life term

LEASE AGREEMENT

BETWEEN

CLARENCE L. REINHART/WILLIAM F. RIGBY

AND

EG&G IDAHO, INC.

FOR

IDAHO FALLS INEL BUS PARKING FACILITY

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	INTRODUCTION AND RECITALS	1
1.	DESCRIPTION OF PREMISES	1
2.	CONDITION REPORT	1
3.	TITLE	1
4.	TERM OF LEASE	2
5.	TERMINATION FOR DEFAULT	2
6.	AVAILABILITY OF FUNDS	2
7.	RENTAL PAYMENTS	2
8.	ADMINISTRATION	2
9.	NOTICES	3
10.	ASSIGNMENT AND/OR SUBLEASING	3
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15.	DESTRUCTION OF PREMISES	4
16.	ALTERATIONS	5
17.	LESSOR'S SUCCESSORS	5
19.	OFFICIALS NOT TO BENEFIT	6
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LEASE AGREEMENT NO. C85-110700
BETWEEN
CLARENCE L. REINHART/WILLIAM F. RIGBY
AND
EG&G IDAHO, INC.
FOR
IDAHO FALLS BUS PARKING FACILITY

THIS LEASE, entered into the 16th day of June, in the year One Thousand Nine Hundred and Eighty-Six (1986), by and between CLARENCE L. REINHART/WILLIAM F. RIGBY whose business address is P. O. Box 540, Idaho Falls, ID 83402 (hereinafter called the "Lessor") and EG&G IDAHO, INC. (hereinafter called the "Lessee"), an Idaho corporation with operating offices in Idaho Falls, Idaho, acting under its Contract No. DE-AC07-76ID01570 with the United States of America, represented by the United States Department of Energy (called "DOE" or the "Government");

W I T N E S S E T H T H A T

The parties hereto, for the considerations hereinafter set forth, covenant and agree as follows:

ARTICLE 1 - DESCRIPTION OF PREMISES

A. The premises which are the subject of this Lease consists of:

The South 160.41 feet of Lot 8 and all of Lots 9 through 13, Block 1 of the Chaffin Addition, Division No. 2, to the City of Idaho Falls, Idaho, with improvements as cited in EG&G Specification A-ECS-40031, Revision B.

B. The Lessor certifies that the leased parking lot and support facilities have been constructed in accordance with EG&G Specification A-ECS-40031, Revision B, including all authorized changes.

ARTICLE 2 - CONDITION REPORT

A joint physical survey and inspection report of the demised premises will be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

ARTICLE 3 - TITLE

The Lessor warrants it has title to the property covered by this Lease, or sufficient interest and rights in the property to guarantee the lease agreement with no interference to the Lessee's rights of possession under the lease. Should the Lessee suffer any damages or expenses as the result of any defect in the Lessor's title or rights and interests in the property, the Lessor shall reimburse the Lessee for all such damages or expenses.

ARTICLE 4 - TERM OF LEASE

To have and to hold the above premises with their appurtenances for the term of twenty years beginning June 16, 1986 and ending at midnight June 15, 2006, subject to the provisions of this Lease.

ARTICLE 5 - TERMINATION FOR DEFAULT

If the Lessor fails to prosecute the work required to deliver the leased premises ready for occupancy by the Lessee with such diligence as will ensure delivery of the leased premises by June 15, 1986, or any extension of the specified time, or if the Lessor fails to complete said work within such time, the Lessee may, by written notice to the Lessor, terminate the lease agreement. Regardless of whether the lease is terminated, the Lessor and his sureties shall be liable for any damage to the Lessee or the Government resulting from his failure to deliver the premises ready for occupancy within the specified time.

ARTICLE 6 - AVAILABILITY OF FUNDS

The Lessee's obligation hereunder is contingent upon the availability of appropriated funds from the United States Congress from which payment for the Lease purposes can be made. No legal liability on the part of the Lessee or the Government for payment of any money shall arise unless and until the funds are made available to the Lessee from year to year for this Lease.

ARTICLE 7 - RENTAL PAYMENTS

A. The Lessee will pay the Lessor rent at the monthly rate of TEN THOUSAND DOLLARS ($10,000.00) for the first 180 months of the lease and at the monthly rate of SEVEN THOUSAND DOLLARS ($7,000.00) for the remaining 60 months of the lease.

B. All rental payments under this Lease will be made by the Lessee on a calendar month basis, in arrears, beginning at the end of the first calendar month of the Lease term, without submission of invoices or vouchers.

C. If the effective date of this lease is not on the first day of a month, the rental payment for the first month of occupancy by the Lessee shall be determined on a pro rata basis predicated on a 30-day month.

ARTICLE 8 - ADMINISTRATION

A. The Lessor agrees, unless the Lessee is otherwise notified in writing, that Mr. William Rigby or Mr. Clarence Reinhart and/or their duly authorized representative will have overall responsibility and authority for the Lessor under the Lease, and unless a change in assignment is made by the Lessor, the Lessor and/or the duly authorized representative will be available at all reasonable times in connection herewith.

B. It is agreed that, unless the Lessor is otherwise notified in writing, Lessee's responsibilities under this Lease shall be administered by the Manager, R&D Subcontracts of EG&G Idaho, Inc. and/or his duly authorized representative, who is Dennis Miller, Subcontract Administrator.

ARTICLE 9 - NOTICES

Any notice or order given under the terms of this Lease shall be considered as having been given:

A. To the Lessee, if delivered personally to the designated representative of the Manager, Subcontracts, or if mailed by U. S. Mail addressed to EG&G Idaho, Inc., Manager, Subcontracts, P. O. Box 1625, Idaho Falls, ID 83415, or

B. To the Lessor, if delivered personally to its duly authorized representative at 3004 Westmoreland Circle, Idaho Falls, Id 83402 or, if mailed by U. S. Mail, addressed to P. O. Box 540, Idaho Falls, Id 83402.

ARTICLE 10 - ASSIGNMENT AND/OR SUBLEASING

The Lessee shall have the right, at any time, to assign or sublet the premises hereby leased or any part thereof to the Government or the Government's designee without the consent of the Lessor, and upon such assignment, DOE or its designee will assume payments hereunder. Should such assignment or subletting be for only a part of the premises, then the rental will be proportionately divided between the Lessee and any successor; provided that, responsibility for payment of the rent shall not be divided between more than two (2) parties. Any assignment or subleasing hereunder will be conditioned upon the use of any part of the leased premises being compatible with the function and purposes of the total facility.

ARTICLE 11 - TAXES, UTILITIES AND BUILDING SERVICES

A. The Lessor shall pay all real estate taxes and other assessments which may be made against the premises leased hereunder.

B. The Lessee will pay, when due, all communication expenses which may become due and payable by reason of the Lessee's use and occupancy of said premises, and will pay for all heating and ventilating, electrical power, water, sewer and garbage disposal as required by the Lessee's use and occupancy of said premises.

ARTICLE 12 - APPLICABLE CODES AND ORDINANCES

A. The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and establishment of the facility, at its own expense, to obtain all necessary permits and related items.

B. Should the use of the subject facility for the purpose of operating a large bus fleet around the clock, 7 days per week, in any way be restricted during the course of the lease by reason of Federal, State, County or City legislation, code or ordinance, the annual rental payment shall be adjusted downward by an amount agreed upon by the Lessor and the Lessee.

ARTICLE 13 - DIVISION OF MAINTENANCE RESPONSIBILITIES

The Lessor shall maintain in attractive and good operating order all facilities provided by the Lessor during the course of this lease; to include the pavement, fencing, service island, building, all plumbing, heating, cooling systems and all electrical and mechanical devices and fixtures. Any and all of the same shall be maintained, repaired, or replaced as needed by the Lessor at Lessor's expense. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the Lessee, enter and inspect the same and make any necessary repairs thereto. Such maintenance and repair does not cover the Lessee's negligence or abuse of the facility, but does cover normal wear and tear.

The Lessee, at its expense, shall provide janitorial service for daily cleaning of the building; shall remove miscellaneous trash from the parking lot; shall replace all light bulbs (building and parking lot) and shall provide for snow removal.

ARTICLE 14 - FAILURE IN PERFORMANCE

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this lease are dependent. In the event of failure by the Lessor to provide any of these items, the Lessee may by contract or otherwise perform the service, maintenance, utility, or repair, and charge to the Lessor any cost incurred by the Lessee that is related to the performance of such service, maintenance, etc., including any administrative costs, and deduct such cost from any rental payments. Alternately, the Lessee may reduce rental payments by the corresponding value of the contract requirement not performed, as determined by the Lessee. These remedies are not exclusive and are in addition to any other remedies which may be available under this contract or in the law.

ARTICLE 15 - DESTRUCTION OF PREMISES

A. In the event of a partial destruction of the said premises during the said term, or any extension thereof, from any cause, the Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days from the date of said partial destruction; but such partial destruction shall in no way annul or void this Lease, except that the Lessee shall be entitled to a proportionate reduction of rent from the date of such partial destruction and continuing until such repairs are made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by the Lessee in the said premises.

B. In the event of partial destruction to such extent that the Lessor cannot, with normal effort, complete the necessary repairs to restore the premises within sixty (60) days as hereinabove provided, the Lessor shall, within fifteen (15) days after such partial destruction of the said premises, advise the Lessee of its inability to complete the necessary repairs and restoration within sixty (60) days. In such event, the parties shall agree as to a reasonable time in which the repairs will be completed. Should the parties fail to agree as to an acceptable time to complete such repairs, the failure to agree shall constitute a "dispute" within the "Disputes" article of this Lease. If EG&G Idaho, Inc., DOE or one of its other prime contractors is then the Lessee, or alternatively at the option of either party, the Lease may be terminated if agreement is not reached within thirty (30) days.

C. A total destruction of the facility shall terminate this Lease.

ARTICLE 16 - ALTERATIONS

A. The Lessee shall have the right, during the term or any extended period of this Lease, to make alterations or modifications subject to the Economy Act limitations, or to attach fixtures and erect signs in or upon the premises hereby leased, which fixtures, alterations and/or signs so placed in or upon or attached to the said premises shall be and remain the property of the Lessee or the Government as the case may be, and may be removed therefrom by the Lessee prior to the expiration of this Lease. At the option of DOE, the Lessee and/or the Lessor, such improvements may be left upon the premises upon termination or expiration of the term or extended term of this Lease; in which case, such improvements shall become the property of the Lessor. In the event the improvements are removed by the Lessee, the Lessee agrees to restore the premises to the condition in which they were prior to their installation, reasonable wear and tear accepted.

B. Title to property of the United States Government shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personalty by reason of affixation to any realty.

C. Should major capital alterations or modifications be desired by mutual agreement, these will be installed by the Lessor and a new rental rate shall be negotiated to cover the cost of installation and any increased real estate taxes resulting therefrom.

ARTICLE 17 - LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein shall bind the Lessor, and the Lessor's heirs, executors, administrators, successors, and assigns.

ARTICLE 18 - OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this Lease, 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.

ARTICLE 19 - ASSIGNMENT OF CLAIMS

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S. Code 203, 41 U.S. Code 15), if this Lease provides forpayments aggregating One Thousand Dollars ($1,000.00) or more, claims for monies due or to become due to the Lessor from the Government under this Lease may be assigned to the 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 such assignment or reassignment shall cover all amounts payable under this Lease and not already paid, and shall not be made to more than one party, except any such assignment or reassignment may be made to one party as agent or trustee for two (2) or more parties participating in such financing. Notwithstanding any provisions of this Lease, payments to an assignee of any monies due or to become due under this Lease shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

ARTICLE 20 - EQUAL OPPORTUNITY

This article is applicable unless this Lease is exempt under the rules and regulations of the Secretary of Labor (41 CFR, ch 60).

During the performance of this Lease, the Lessor agrees as follows:

A. The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Lessor setting forth the provisions of this "Equal Opportunity" article.

B. The Lessor will, in all solicitations of advertisements for employees placed by or on behalf of the Lessor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The Lessor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or

understanding, a notice, to be provided by the Lessee, advising the labor union or workers' representative of the Lessor's commitments under this "Equal Opportunity" article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOE and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Lessor's noncompliance with the Equal Opportunity article of this Lease or with any of the said rules, regulations, or orders, this Lease may be cancelled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Lessor will include the provisions of paragraphs A. through G. in every lower tier subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each lower tier subcontractor or vendor. The Lessor will take such action with respect to any lower tier subcontract or purchase order as DOE may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event the Lessor becomes involved in, or is threatened with, litigation with a lower tier subcontractor or vendor as a result of such direction by DOE, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 21 - INSURANCE

It is agreed that the Lessor and Lessee shall respectively obtain whatever insurance that they may consider prudent and necessary to protect their respective and separate best interests and that neither party shall be obliged to obtain insurance as regards the other party's real or personal property; Provided, however, that this provision shall not be constructed as a waiver of any rights of subrogation or entitlements in law by either party.

ARTICLE 22 - COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this Lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this Lease, may be considered as bona fide employees or agencies within the exception contained in this article.)

ARTICLE 23 - EXAMINATION OF RECORDS BY THE COMPTROLLER GENERAL

A. The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this Lease or for the time periods for the particular records specified in Subpart 4.7 of the

Federal Acquisition Regulation (48 CFR 4.7) whichever expires earlier as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this Lease, or compliance with any clause thereunder.

ARTICLE 24 - CANCELLATION OPTION

The Lessee may cancel this lease by payment of a percentage of the sum of annual rental payments remaining in the lease term in accordance with the following schedule:

Year	Percent of Unpaid Rent for Term Balance
1 through 5	50%
6 through 10	45%
11 through 15	60%
16 through 20	15%

To exercise this option, the Lessee must give the Lessor written notice at least 60 days in advance.

In the event Article 6, Availability of Funds, becomes operative at any time during the lease term, EG&G Idaho or the Government shall not be liable for cancellation costs.

ARTICLE 25 - LEASE TO PURCHASE

The Lessor shall apply a portion of each month's rent as a credit toward the purchase by the Lessee, of the leased facility. The purchase price shall be no greater than $850,000, and the purchase option may be exercised by the Lessee at any time during the term of this Lease.

The portion of each month's rent applied as a credit against the purchase price is $2,000.

ARTICLE 26 - DISPUTES

All disputes between the parties pertaining to this lease which are not disposed of by agreement shall be decided by litigation in the appropriate state or federal court located within the State of Idaho. Any substantive issue of law in such litigation shall be determined in accordance with the body of law applicable to procurement of goods and services by the Federal Government. There shall be no interruption of this lease during the pendency of any dispute that may arise between the parties hereto or between the Lessor and its subcontractors in support of this lease.

LESSEE
EG&G IDAHO, INC.

BY _____

TITLE Manager, Administrative Services

LESSOR
CLARENCE L. REINHART/WILLIAM F. RIGBY

BY _____

TITLE Owners

CHAFFIN ADDITION

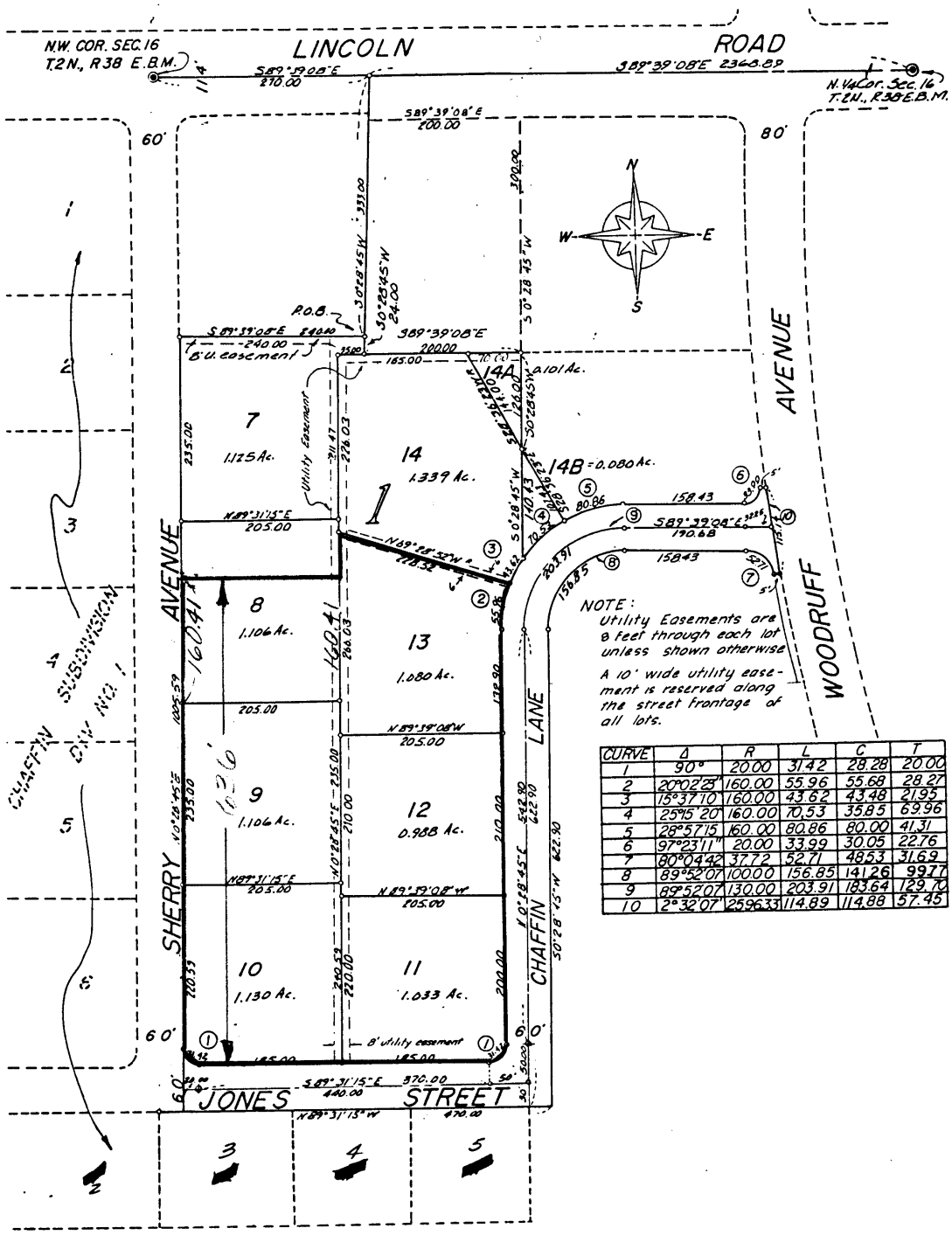
DIVISION NO. 2 TO THE CITY OF IDAHO FALLS, IDAHO

WHICH INCLUDES THE

1st. AMMENDED PLAT OF LOTS 2 THRU 6, BLOCK 1 OF CHAFFIN ADDITION DIV. NO. 1

BONNEVILLE COUNTY, IDAHO

PART OF THE N.E. 1/4 SEC. 16 T.2N., R.38 E.B.M.



CURVE	Δ	R	L	C	T
1	90°	20.00	31.42	28.28	20.00
2	20°02'28"	160.00	55.96	55.68	28.27
3	15°37'10"	160.00	43.62	43.48	21.95
4	25°45'20"	160.00	70.53	35.85	69.96
5	28°57'15"	160.00	80.86	80.00	41.31
6	97°23'11"	20.00	33.99	30.05	22.76
7	80°04'42"	37.72	52.71	48.53	31.69
8	89°52'07"	100.00	156.85	141.26	99.77
9	89°52'07"	130.00	203.91	183.64	129.70
10	2°32'07"	2596.33	114.89	114.88	57.45

March 26, 1986

MEMORANDUM OF UNDERSTANDING
BETWEEN
EG&G IDAHO, INC.
AND
GRANDVIEW INVESTMENT, INC.

Changes and clarification to EG&G Specification A-ECS-40031, Revision B, resulting from design review meetings held on March 24, and 26, 1986.

The parties hereto mutually agree to the following:

1. All bunkroom lockers shall be approximately 12"W x 18"D x 30"H.

2. The men's room shall have floor space for six bunks. The women's room shall have floor space for two bunks.

3. Delete requirements for exhaust hood in the ready-room.

4. Provide a hose bib and a deep sink with hot/cold water in the bus service bay.

5. Four air changes per hour are required for the bus service bay only.

6. Provide one 10,000 gallon tank and one 5,000 gallon tank, instead of the required two 10,000 gallon tanks. A dual hose diesel dispenser and a single hose gasoline dispenser shall also be provided.

7. Water shall be plumbed to the fuel island and a faucet hose bib provided.

8. Buried conduit for headbolt heater hot lines shall be extended to the first and second row of car stalls for future use.

9. Provide a drive-through bus parking layout instead of a back-in arrangement.

10. Delete the requirement to provide and maintain parking chocks.

11. Delete the requirement for mandatory installation of Government provided two each light poles.

The above changes and clarifications shall not effect price.

EG&G Idaho, Inc.

Grandview Investment, Inc.

IDAHO FALLS BUS PARKING LOT CONDITION REPORT

A joint inspection of the Complex was conducted June 16, 1986, the effective date of Lease No. C86-110700, and the following items have been identified for completion by the Lessor:

PUNCH LIST

1. Clean exterior of building and windows.
2. Clean exposed structural steel in Bus Bay.
3. Complete caulking around doors, windows, and pipes going through walls and install cover plates.
4. Complete weather stripping.
5. Install 8" sleeve and seal around 6" water line in mechanical room.
6. Per City Fire Marshall need address on exterior of East end of building (readable from street).
7. Breakers for the gas and diesel pumps didn't come in - will install temporary breakers until the right ones come in.
8. Need measurement (volume calculation) sheets and measuring sticks on both fuel tanks.
9. Per City Fire Marshall need no smoking signs both sides of both dispensers. Label gas and diesel.
10. Need fire sprinkler head in each shower room per code.
11. Exterior door in hallway (West end) is warped.
12. Need to drill dead bolt hole on inactive door on parts room.
13. Siding screws on East of building are missing covers.
14. Ceiling tiles in vestibules pop-up when you shut doors.
15. Install guard posts at each end of service island.
16. Mirror/shelves, soap dishes, shower curtain brackets/rods, towel racks, toilet tissue, sanitary napkin and paper towel dispensers.
17. Touch up paint on lockers.
18. Re-do edging around vinyl behind urinals.
19. Touch up paint around cabinets, fixtures and partitions.
20. Caulk around bottom of shower stalls.

21. Per City Code - smoke alarms required in bunk rooms and audible in dispatch office.

22. Service Island is required to be 6" above finish grade. City Fire Marshall said it would be acceptable if guard posts were installed each end.

23. Specification (page 9) requires 2-each oil dispensing units, only 1 was installed. Receive credit.

24. Install double doors and casing between bus bay and parts room.

25. Install covers on hose reel on service island.

26. Install hose disconnect on antifreeze barrel.

27. Touch up scratches on bath room partitions.

28. Check on covers on lights.

29. Label piping in parts room.

30. Run air line to bus bay.

31. Drill holes in cover plates on fuel pumps.

32. Clean dirt out around fill spout in diesel.

33. Turn light around on pole on Southwest corner to face bus section of lot.

34. Raise oil and antifreeze dispenser.

35. Check code about barriers around transformer.

36. Put reflective tape on electrical boxes at end of headbolt heat racks.

37. Complete outside electrical on parking lot.

38. Complete fence around facility.

39. Grade edge of North lot boundary.

40. Clean along outside of fence all sides.

41. Permanent labels for electrical panels in mechanical room.

42. Two water/sewer line clean-outs at Southwest area of lot have been paved over. Uncover and make serviceable.

It is agreed that the above list is not necessarily all inclusive. Items which are clearly specification requirements, but which are later identified, are also the responsibility of the Lessor to remedy.

The Lessee shall during the first six months of the lease, list items which require repair or correction (excluding normal wear and tear, abuse or negligence), and the Lessor shall remedy the same after the six month period. If the items requiring attention are major, the Lessor agrees to correct them upon discovery prior to the six month time table.

In attendance for the inspection were the following people:

For Lessor: Larry Reinhart and Van Briggs Jr.
For Lessee: Butch Marlow, Dennis Miller, Mervin Gardner, Jack Crone, John Nelson, Richard Stork, and Ken Haines.

SIGNATURES

FOR LESSOR:

Dennis G. Miller

FOR LESSEE:

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