

**LEASE NO. GS-10P-LAK07482**

Succeeding/Superseding Lease  
GSA FORM L202 (May 2015)

**INSTRUCTIONS TO OFFERORS:** Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between

**Kodiak Island Borough**

(Lessor), whose principal place of business and contact information is Office of the Borough Manager, 710 Mill Bay Road, Kodiak, AK 99615-6398, Phone (907) 486-9301 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), whose principal place of business and contact information is Leasing Division, Attn: Leasing Branch Chief, 400 15<sup>th</sup> St SW, Auburn, WA 98001 and acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**301 Research Court, Kodiak, AK 99615-6398**

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

**LEASE TERM**

To Have and To Hold the said Premises with its appurtenances for the term beginning April 1, 2016 and continuing for a period of

**[Redacted]** Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

**FOR THE LESSOR:**

**[Redacted Signature]**

Name: WILLIAM ROBERTS

Title: BOROUGH MANAGER - ACTING

Date: 4/27/2016

**FOR THE GOVERNMENT:**

**[Redacted Signature]**

Lease Contracting Officer  
General Services Administration, Public Buildings Service

Date: 5/12/16

**WITNESSED FOR THE LESSOR BY:**

**[Redacted Signature]**

Name: NOVA M JAVIER, MMC

Title: BOROUGH CLERK



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

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

**SECTION 1 THE PREMISES, RENT, AND OTHER TERMS**

**1.01 THE PREMISES (SUCCEEDING) (SEP 2013)**

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. Office and Related Space: 25,332 rentable square feet (RSF), yielding 15,684 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1<sup>st</sup> and 2<sup>nd</sup> floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 1.615174201 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

**1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41 CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

- A. Parking: 34 parking spaces (31 car and 3 boat), reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 34 shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property. Outside of normal business hours or by agreement between the Government and Lessor, vacant parking spaces are available for use by Lessor.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: (1) Space located on the roof of the Building sufficient in size for the installation and placement of telecommunications equipment, (2) the right to access the roof of the Building, and (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease. If the Government chooses to make any roof installation, the Government will pay all costs including but not limited to a roofing engineer.

**1.03 RENT AND OTHER CONSIDERATIONS (APR 2015)**

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1 – 13	YEARS 14 - 20
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$185,867.00	\$185,867.00
BOND PAYMENT <sup>1</sup>	\$ 169,349.00	\$0.00
MANAGEMENT FEE <sup>2</sup>	\$ 60,000.00	\$ 60,000.00
OPERATING COSTS <sup>3</sup>	\$ 453,561.00	\$ 453,561.00
<b>TOTAL ANNUAL RENT</b>	<b>\$ 868,777.00</b>	<b>\$699,428.00</b>

<sup>1</sup>Bond payment – See Exhibit F

<sup>2</sup>See Definitions Section 2.01

<sup>3</sup>Operating rent calculation is made up of the Operating Costs (\$430,547.00) including insurance (hazard, liability, etc.) costs (\$23,014.00).

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 15,684 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.
- C. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.
- D. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated by the Lessor in the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

E. Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises."

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses.

3. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

F. Parking shall be provided at no cost.

**1.04 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 360 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. For termination to take effect, the terminated space must be cleared of Government equipment and supplies.

**1.05 DOCUMENTS INCORPORATED IN THE LEASE (APR 2015)**

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S) AND SQUARE FOOTAGE CALCS	5	A
GSA FORM 3517B GENERAL CLAUSES	46	B
GSA FORM 3518, REPRESENTATIONS & CERTIFICATIONS	12	C
GSA FORM 3518-SAM, ADDENDUM TO SYSTEM FOR AWARD MANAGEMENT (SAM) REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY)	2	D
REPLACEMENT AND RENEWAL RESERVE	1	E
BOND AMORTIZATION SCHEDULE FOR PRINCIPAL PAYMENTS MADE FROM 10/15 - 3/16 & BOND AMORTIZATION SCHEDULE FOR REMAINING BOND AMOUNT STARTING APRIL 1, 2016	5	F
GSA FORM 1217	1	G

**1.06 PERCENTAGE OF OCCUPANCY (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy is 75.3 percent. The Percentage of Occupancy is derived by dividing the total Government Space of 25,332 RSF by the total Building space of 33,657 RSF.

**1.07 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for Operating Costs shall be the Operating Costs \$430,547.00/annum including insurance (hazard, liability, etc) costs \$23,014.00. The total will be \$453,561.00/annum. The Lessor will submit GSA Form 1217 by December 31<sup>st</sup> each year as derived from the Lessor's Fiscal Year ending June 30<sup>th</sup> of each year.

**1.08 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the Operating Costs paid by the Government as part of the rent shall be reduced by \$2.00 per ABOA SF of Space vacated by the Government. The reduced rate will be effective 30 days after notification to Lessor.

**1.09 24-HOUR HVAC REQUIREMENT (SEP 2014)**

- A. 97 ABOA SF of the Space shall receive cooling at all times (24 hrs. a day, 365 days a year) for purposes of cooling the designated server room (Room 133). The temperature of this room shall be maintained at no greater than 75 degrees F (preferred is 68 degrees F).
- B. The 24 hour cooling service shall be provided by the Lessor as part of the Operating Cost Base.