

**LEASE NO. GS-10B-07398**

**Bldg #WA8041**

This Lease is made and entered into between

**Port of Garfield County**

(Lessor), whose principal place of business is 141 West High Street, PO Box 788, Pomeroy WA 99347-0788, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), 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

**71 West Main  
Pomeroy, WA 99347-0788**

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 October 1, 2013 or upon acceptance of the Premises as required by this Lease and continuing for a period of

**20 Years, 10 Years Firm,**

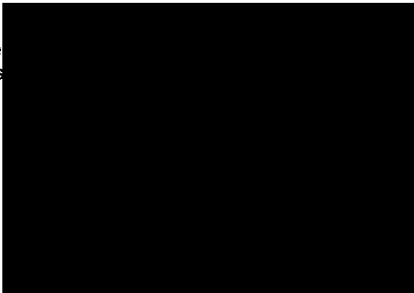
subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Space by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement and consent to the terms and conditions hereof by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessee.

**FOR THE LESSOR:**



Title: MANAGER  
Entity Name: Port of Garfield  
Date: 2/28/13



Title: Lease Contracting Officer  
General Services Administration, Public Buildings Service  
Date: 4/8/13

J. O'Brien

**WITNESSED FOR THE LESSOR BY:**



Name: Diana Ruchert  
Title: Assistant  
Date: 2/28/13

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.

LESSOR: RB GOVERNMENT: [Signature]

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

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**1.01 THE PREMISES (JUN 2012)**

The Premises are described as follows:

- A. Office and Related Space: 10,516 rentable square feet (RSF), yielding 9,053 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the first and lower level 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 1.16 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 (JUN 2012)**

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: 71 parking spaces as depicted on the plan attached hereto as Exhibit B, 30 reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 30 shall be surface/outside parking spaces, 30 employee surface/outside parking spaces with 8 visitor of which 2 will be handicap, 3 visitor RV pull through parking spaces, and a bicycle rack for 6.
- B. Antennas, Satellite Dishes, and Related Transmission Devices: Space located on the roof of the Building sufficient in size for the installation and placement of the telecommunications equipment as such may be described herein, together with the right to access the roof and use of, all Building areas (e.g., chases, plenums) necessary for the use, operation and maintenance of such equipment at all times during the term of this Lease.

**1.03 RENT AND OTHER CONSIDERATION (JUN 2012)**

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

	<b>FIRM TERM 10/1/2013-9/30/2023</b>	<b>NON FIRM TERM 10/1/2023-9/30/2033</b>
	<b>ANNUAL RENT</b>	<b>ANNUAL RENT</b>
SHELL RENT	\$106,121.52	\$109,339.84
OPERATING COSTS <sup>1</sup>	\$53,932.00	\$ 53,932.00
<b>TOTAL ANNUAL RENT</b>	<b>\$160,053.52</b>	<b>\$163,271.84</b>

<sup>1</sup>Operating Costs are subject to adjustments per paragraph 2.09

- B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 9,053 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 in the Lessor's 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 (with the exclusion of electricity, gas, water, sewer and garbage), maintenance required for the proper operation of the Property, the Building, and the Leased 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. The Government shall be responsible for paying the cost of electricity, gas, water, sewer and garbage directly to the utility provider. The Lessor shall ensure that such utilities are separately metered. The Lessor shall provide and install as part of shell

rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements.

**F. INTENTIONALLY DELETED**

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

The Government may terminate this Lease, in whole or in part, at any time effective after September 30, 2023 by providing not less than 90 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.

**1.06 INTENTIONALLY DELETED**

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2012)**

The following documents are attached to and made part of the Lease: DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)		A
PARKING PLAN(S)	1	B
SECURITY REQUIREMENTS, LEVEL 1	2	C
GSA FORM 3517B GENERAL CLAUSES	33	
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	7	
SEISMIC FORM D, OFFEROR'S REPRESENTATION OF EXEMPTION FROM SEISMIC STANDARDS	1	D

**1.08 INTENTIONALLY DELETED**

**1.09 OPERATING COST BASE (AUG 2011)**

The parties agree that for the purpose of applying the paragraph titled "Operating Costs Adjustment" that the Lessor's base rate for operating costs shall be \$5.13 per RSF (\$53,932.00/annum).

**1.10 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (JUN 2012)**

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 leased 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 \$1.798566 per ABOA SF of Space vacated by the Government.

**1.11 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The following rates shall apply in the application of the paragraph titled "Overtime HVAC Usage:"

- \$0.00 per hour per zone
- \$0.00 per hour for the entire Space.

**1.12 24-HOUR HVAC REQUIREMENT (APR 2011)**

The hourly overtime HVAC rate specified above shall not apply to any portion of the Premises that is required to have heating and cooling 24 hours per day. If 24-hour HVAC is required by the Government for any designated rooms or areas of the Premises, such services shall be provided by the Lessor at an annual rate of \$0.00 per ABOA SF of the area receiving the 24-hour HVAC. Notwithstanding the foregoing, Lessor shall provide this service at no additional cost to the Government if the Lessor provides this service to other tenants in the Building at no additional charge.

**1.13 BUILDING IMPROVEMENTS (SEP 2012)**

The Offeror shall complete the following additional Building improvements prior to acceptance of the Space:

- A. Repair/replace tile floors in main restroom
- B. Replace round door handles with lever type handles
- C. Handicapped parking sign is obscured by tree branches and there is only one sign for two spaces. Lessor will clear tree branches and add additional signage.
- D. Ramp to curb from handicapped parking spaces appears to be too steep and is of a makeshift nature. Lessor will insure ramp meets current code.

**1.14 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAR 2012)**

LESSOR:  GOVERNMENT: 