

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: 1/27/2012

LEASE No. GS-09B-02967

THIS LEASE, made and entered into this date **CITY OF THOUSAND OAKS**

whose address is: 2100 East Thousand Oaks Blvd.
Thousand Oaks, California, 91362-2996

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

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

1. The Lessor hereby leases to the Government the following described premises:
20,800 rentable square feet (r.s.f.), yielding approximately 17,375 ANSI/BOMA Office Area square feet and related space located on the 1st floor at 401 West Hillcrest Drive, Thousand Oaks, California 91360-4223 together with twenty (20) onsite reserved surface parking spaces, as depicted on the attached Exhibit "A", to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term beginning November 1, 2011 through October 31, 2019, subject to termination rights as set forth for the terms as follows.
3. The Government shall pay the Lessor annual rent on a monthly basis in arrears as follows:

Lease Period	Annual Rent	Monthly Rent
11/01/2011 – 10/31/2013 (Years 1 – 2)	\$563,910.72	\$46,992.56
11/01/2013 – 10/31/2019 (Years 2 – 8)	\$575,188.92	\$47,932.41

Rent for a lesser period shall be prorated. Rent shall be payable to:

**City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362-2996**

4. The Government may terminate this lease at any time after the fourth (4th) year of this lease by giving at least 180 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of the mailing.
5. PARAGRAPH 5 IS INTENTIONALLY OMITTED.
6. The Lessor shall furnish to the Government as part of the rental consideration, the following:
 - A. The parking spaces are described in Paragraph 1 together with 85 spaces available for Employee/Visitor use and parking spaces required by local code.
 - B. This is a Succeeding Lease, all cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. 0CA2393 and its attachments.
 - C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) Attachment Sheets numbers 1 and 2, Paragraphs 9 through 18, 2 pages;
- b) Solicitation for Offers Number OCA2393 dated 8/12/11, 49 pages;
- c) Pre-Lease Building Security Plan, 6 pages;
- d) GSA Form 3517B entitled GENERAL CLAUSES (Rev. 06/08), 33 pages;
- e) GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07), 7 pages;
- f) Exhibit A - "Floor Plan", 1 page;

8. The following changes were made in this lease prior to its execution:

Paragraph 5 of this STANDARD FORM 2 was deleted in its entirety. Paragraphs 9 through 17, have been added.

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

LESSOR: CITY OF THOUSAND OAKS

BY 
Mark Watkins, Asst. City Manager

IN PRESENCE OF:


Linda D. Lawrence, City Clerk

2100 E. Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY 
CONTRACTING OFFICER, GSA

9. **ADJUSTMENT FOR VACANT PREMISES:** Pursuant to Paragraph 4.4, "Adjustment for Vacant Premises", in the event of the Government vacating in whole or in part prior to lease expiration, the rental will be reduced by \$1.25 per rentable square foot per annum for operating expenses. The Adjustment for Vacant Premises rate shall be escalated annually based upon Paragraph 4.2, "Operating Costs."

OVERTIME USAGE: Pursuant to Paragraph 4.5, "Overtime Usage", upon request by the GSA Field Office Manager, the Lessor shall provide heating, ventilation, and air-conditioning (HVAC) at any time beyond normal service hours (7:00 a.m. – 7:30 p.m., Monday through Friday, and except Federal Holidays ("Normal Hours")), at a rate of \$0.00 per hour. The Lessor will not charge the Government if Lessor otherwise provides these services to other building tenants during the Government's overtime hours. The Lessor must submit a proper invoice quarterly to GSA Building Manager or designee located at the West Los Angeles Field Office, 11000 Wilshire Boulevard, Room 7100, Los Angeles, CA 90024-3619, to receive payment.

11. OCCUPANCY REPORTS:

- A. **Building Systems:** As part of its obligations under SFO, Paragraph 8.2 "Building Systems," of the SFO, the Lessor shall furnish at no cost to the Government a required building system report prior to the Government's occupancy of the Premises.
- B. **Acoustical Requirements:** As part of its obligations under SFO, Paragraph 6.8 "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.

12. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

13. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

16. REQUIREMENTS FOR ALL BUILDINGS EXCEPTED FROM AN ENERGY STAR LABEL.

1. If an Energy Star label building is not offered, a written statement addressing which energy efficiency and conservation improvements can be made to the building must be submitted within 60 days of lease award. If no improvements can be made, the offeror must demonstrate to the Government using the Energy Star Online Tools in the SFO paragraph, entitled "ENERGY EFFICIENCY AND CONSERVATION," why no energy efficiency and conservation improvements are cost effective. This explanation will be subject to review by the contracting officer.
2. Such improvements may consist of, but are not limited to, the following:
 - a. Heating, Ventilating, and Air Conditioning (HVAC).
 - b. Lighting Improvements.
 - c. Building Envelope Modifications.

Additional information can be found on WWW.GSA.GOV/LEASING under "Green Leasing."

3. The term "cost effective" means an improvement that will result in substantial operational cost savings to the landlord by reducing electricity or fossil fuel consumption, water, or other utility costs. The term "operational cost savings" means a reduction in operational costs to the landlord through the application of building

Initials: [Signature] & [Signature]
Lessor Government

SHEET NUMBER 2 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02967

improvements that achieve cost savings over the firm term of the lease sufficient to pay the incremental additional costs of making the building improvements.

4. If the offered space meets one of the statutory exceptions identified above, but the successful Offeror obtains the Energy Star label prior to occupancy (or no later than one (1) year after signing the lease for succeeding and superseding leases), the lessor is not required to renovate such space for the energy efficiency and conservation improvements that may have been agreed to in the lease.

5. The improvements required in section 1 above must be completed prior to occupancy.

17. The Government Occupies: 20,800 rentable square feet in a building with a total of 20,800 rentable square feet which equals 100% of the building being occupied by the Government.

18. Paragraph 4.3 ("OPERATING COSTS") from SFO No. 0CA2393 shall be removed from this Agreement.

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Initials: WJ & CD
Lessor Government

Contract No. 9760-2011