

# LEASE NO. GS-10P-LAK07476

Simplified Lease  
GSA FORM L201A (September 2014)

INSTRUCTIONS TO OFFERORS: Fill in this form with the required information where appropriate, initial each page, sign on this page (type in name and title), and have a witness to your signature sign also. Upon selection for award, GSA will countersign the Lease document.

This Lease is made and entered into between

**Lessor's Full Legal Name (exactly as registered in the System for Award Management (SAM))**

Patrick A. Day

(Lessor), whose principal place of business address is 154 Fairbanks Dr. Valdez, AK 99686-0788, 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

154 Fairbanks Dr. Valdez, AK 99686-0788,

and more fully described in Section 1 and Exhibit D, 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 upon acceptance of the Premises as required by this Lease and continuing for a period of

5 Years, 2 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, August 1, 2015, along with any applicable termination and renewal rights, shall be more specifically be 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:**

Name

Title:

Entity Name:

Date:

Rachel A. Chivaras

General Services Administration, Public Buildings Service

Date:

**WITNESSED FOR THE LESSOR BY:**

Name

Title:

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.

NOTE: 6.06 REWITED SPACE, JANITORIAL SERVICES, Deleted

LEASE NO. GS-10P-LAK07476

LESSOR: PA GOVERNMENT: R

GSA FORM L201A (09/14)

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

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

The Premises are described as follows:

A. Office and Related Space: 1,600 rentable square feet (RSF), yielding 1,600 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st floor(s) and known as Suite 2, of the Building, as depicted on the floor plan(s) attached hereto as Exhibit D.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.00 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 (SIMPLIFIED) (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 parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A. 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.

A. Parking: 2 parking spaces as depicted on the plan attached hereto as Exhibit E, reserved for the exclusive use of the Government. 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.

**1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (SEP 2013)**

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

	FIRM TERM 08/01/2015 – 07/31/17	NON-FIRM TERM 08/01/2017 – 07/31/20	[REDACTED]
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$17,420.00	\$17,420.00	[REDACTED]
OPERATING COSTS	\$18,100.00	\$18,100.00	[REDACTED]
<b>TOTAL ANNUAL RENT</b>	<b>\$35,520.00</b>	<b>\$35,520.00</b>	[REDACTED]

<sup>1</sup>Shell rent calculation:

(Non-Firm Term) \$22.20 per RSF multiplied by 1,600 RSF

Rent shall not be adjusted for changes in taxes or operating costs.

B. Rent is subject to adjustment based upon a mutual on-site measurement of the Space upon acceptance, not to exceed 1,600 ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Performance or satisfaction of all other obligations set forth in this Lease; and all services, utilities (with the exclusion of electricity), 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 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.

**1.04 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)**

The Government may terminate this Lease, in whole or in part, after the Firm Term of this Lease 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.

**1.05 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011)**

This Lease may be renewed at the option of the Government for provided notice is given to the Lessor at least **90 days** before the end of the original Lease term; all other terms and conditions of this Lease, as same may have been amended, shall remain in full force and effect during any renewal term.

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (to include GSA Form 1364A-1)	29	A
Agency Specific Requirements	1	B
Security Requirements	4	C
General Clauses (GSA Form 3517B)	46	D
Parking Plan	9	E
Floor Plan Delineating the Premises	1	E
Representations and Certifications (GSA Form 3518A)	1	F

**1.07 PERCENTAGE OF OCCUPANCY (SIMPLIFIED) (SEP 2013)**

As of the Lease Award Date, the Government's Percentage of Occupancy is **20** percent.

**1.08 INTENTIONALLY DELETED**

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**