



UNIVERSITY  
of ALASKA  
*Many Traditions One Alaska*

## PUBLIC NOTICE

### UAF MATANUSKA EXPERIMENT FARM BUILDING LEASE

Located at 1509 S Georgeson Drive  
Palmer, Alaska

The University of Alaska (“University”) received a statement of interest to lease its lab space located within the University of Alaska Fairbanks (“UAF”) Matanuska Experiment Farm cow barn building. The University intends to enter into a 5-year lease agreement of approximately 1,813 square feet of lab space at a rate of \$1.45 per square foot, sample terms and conditions attached.<sup>1</sup>

Parties interested in commenting on this disposal plan must submit written comments to the University through its Facilities and Land Management department by fax at (907) 786-7733, by email at [ua-land@alaska.edu](mailto:ua-land@alaska.edu) or at the address listed below, by no later than **5:00 P.M. on Friday, March 23, 2018** to be considered.



<sup>1</sup> Regents’ Policy P05.11.020.C, (Definitions “disposal plan”).

CONTACT: Laura Carmack  
Phone: (907) 786-7760  
Email: [lmcarmack@alaska.edu](mailto:lmcarmack@alaska.edu)

Facilities and Land Management  
1815 Bragaw Street, Suite 101  
Anchorage, Alaska 99508-3438  
Website: [www.ualand.com](http://www.ualand.com)

LEASE

THIS LEASE ("Lease") is entered into on the last date signed below, by and between the following parties:

("Landlord"): **UNIVERSITY OF ALASKA**, an Alaska constitutional corporation  
Facilities and Land Management  
1815 Bragaw Street, Suite 101  
Anchorage, Alaska 99508

("Tenant"): **[NAME]**  
[Division/Department Name]  
[Address]  
[City], [State], [Zip Code]

Collectively, the Landlord and Tenant are referred to as the "Parties."

Whereas, Landlord owns the following building:

("Building"): [Address]  
[City], [State] [Zip Code]

**1. LEASED PREMISES.**

- A.** Landlord hereby leases to Tenant, and Tenant leases from Landlord, that certain real property which is more particularly described as:

A portion of the Building, known as the [Name of Building], located at [Address], [City], [State] [Zip Code], containing approximately **[size of area written out] (x,xxx)** square feet of [type of space] space. The [type of space] space is defined as rooms [list suite number(s)], and as identified on the floorplan, attached hereto and incorporated herein as Exhibit "A",

(the "Premises"); and

- B.** Use and occupancy by Tenant of the Premises shall include the free and uninterrupted right of access to the Premises by means of common areas such as doorways, passages, stairways, and entrances to the building, which affords access to the Premises.

## University of Alaska

C. The Premises also includes access to the bathrooms as well as use of parking spaces near the Building as available on a first come-first served basis. Tenant shall park in the areas identified on the map, attached hereto and incorporated herein as Exhibit "B".

2. **TENANT'S USE OF PREMISES.** Tenant agrees to use and occupy the Premises solely for the purposes of [define specific use of space], and for no other purposes, without the prior written consent of Landlord.
3. **TERM.** The term of this Lease shall be **FIVE (5) YEARS**, commencing on **month/day, 2018** and terminating at midnight on **month/day, 2023** ("Term"), unless otherwise extended or terminated in accordance with the terms and conditions of this Lease.
4. **EXTENSION OF TERM.** Landlord may grant an extension of the Term of this Lease for **ONE (1) additional FIVE (5) year period** ("Extended Term") provided that:
  - A. Tenant submits written notification to Landlord of its intent to extend the term of the Lease a minimum of one hundred twenty (120) days prior to the termination date of this Lease or any extensions;
  - B. Tenant has not defaulted during the Term of this Lease;
  - C. Tenant accepts the same terms and conditions set forth herein; except that Landlord shall have the right to increase the Rent at a fair market rental rate.

Landlord reserves the right to not extend the Lease, if in its sole opinion, Landlord determines that it is not in Landlord's best interest to do so. In the event an extension of the Term of this Lease is denied, Landlord shall provide Tenant written notice a minimum of ninety (90) days prior to the expiration.

5. **HOLDOVER.** Unless otherwise agreed to in writing by Landlord, if Tenant holds over after the expiration of the Term, this Lease shall be deemed a month-to-month tenancy under this Lease and the minimum Rent during the hold over period shall be at 125% of Rent payable during the last month of the Term.
6. **RENT.**
  - A. **Rent During Term.** Tenant shall pay to Landlord the sum of [**DOLLAR AMOUNT written out**] [**(\$x,xxx.xx)**] **PER MONTH** ("Rent"), without demand, on or before the 1st day of each month during the Term of this Lease.

**B. Rent Late Fees and Interest.** If Landlord receives Rent after the 1<sup>st</sup> day of the month, Tenant shall pay a late fee of **TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00)** to Landlord. In addition, all amounts due to the Landlord by Tenant shall accrue interest at the prime interest rate then prevailing at Wells Fargo Bank, N.A., or its successor, plus **FOUR PERCENT (4%)**, from the date of delinquency until the date Landlord receives the payment, if the interest rate does not exceed the maximum rate allowed by law. Payment of late fees and/or interest shall not excuse or cure any default by Tenant under this Lease.

**C. Rent During Holdover.** Unless otherwise agreed to in writing by Landlord, if Tenant holds over beyond the end of the Term, this Lease shall be deemed month-to-month tenancy under this Lease and the minimum Rent during the holdover period shall be at 125% of Rent payable during the last month of the Term.

**7. PERSONAL PROPERTY.** Before this Lease ends, including any hold over or early termination, Tenant shall be responsible for the removal its personal property from the Premises. The parties agree that any personal property left by Tenant on the Premises after the Lease ends is abandoned and shall, at the sole option of Landlord, become the property of Landlord. Landlord reserves the right to dispose of the abandoned property and charge Tenant for all costs in excess of sale proceeds, including legal and administrative expenses, associated with the disposal.

**8. LANDLORD'S RIGHT OF ENTRY.** Landlord may enter upon the Premises at any time, with or without notice to Tenant, for the purpose of **(a.)** inspecting the Premises to determine whether the Premises are in good condition and whether Tenant is in compliance with its obligations under this Lease, and **(b.)** evaluating the Premises for future occupancies, remodels, upgrades or repairs. Landlord's entry upon the Premises shall not unreasonably interfere with Tenant's use of the Premises.

**9. INCIDENT REPORTS.** During the Term of this Lease and without prior demand by Landlord, Tenant shall report in detail all incidents that take place on the Premises resulting in personal injury, property damage or emergency response, including police, medical and fire to the Landlord within TWENTY-FOUR (24) HOURS of the occurrence. Such incidents are to be reported to the Landlord during regular business hours at the address and phone number listed in Section 10, "Notices".

**10. NOTICES.** All notices referred to in this Lease shall be sent certified mail, return receipt requested, to the Parties' at the addresses shown below and shall be deemed given THREE (3) DAYS after deposit in the mail.

LANDLORD:  
University of Alaska  
1815 Bragaw Street, Suite 101  
Anchorage, Alaska 99508  
Phone: (907) 786-7766

TENANT:  
[Name]  
[Division/Department Name]  
[Address]  
[City], [State] [Zip Code]

Fax: (907) 786-7733

Phone: (907) xxx-xxxx

Fax: (907) xxx-xxxx

**11. UTILITIES AND SERVICES.** Landlord shall furnish, without additional charge, the following utilities and services for the Premises: heating, ventilation, electricity, water, wastewater, trash dumpsters, and snow removal. Tenant is responsible for, at its sole cost, telephone, its equipment and other telecommunication services and janitorial services for the Premises. Tenant shall dispose of all rubbish, garbage and other waste, which shall be secured in trash bags and all boxes, shall be flattened before placing in the dumpster. Tenant agrees to act in a prudent manner to conserve utilities and that use resulting in abnormally high utility or other service costs shall not be permitted. Landlord shall not be responsible for any disruption in utilities or services to the Premises as may occur for whatever reason. Tenant understands and acknowledges that Landlord will not provide any type of security services to the Building or the Premises.

**12. LANDLORD BUILDING MAINTENANCE, REPAIRS AND OPERATIONS CONTACT.** During the term of this Lease, Tenant shall submit all maintenance and repair requests, building operational questions and concerns to UAF Facility Services, Design & Construction office listed below, or such contact as designated by Landlord, in writing. In the event the contact is unavailable or in the event of an after-hours maintenance emergency, tenant shall contact the 24-hour number listed below:

Maintenance and Repairs Contact

UAF Matanuska Experiment Farm & Extension Center  
Jim Ericksen, Farm Superintendent  
(907) 745-4866  
[jlericksen@alaska.edu](mailto:jlericksen@alaska.edu)

24-Hour Customer Service Center

UAF Facilities Services  
Toll Free: 1-877-474-7010  
Phone: (907) 474-7000

**13. ESTOPPEL CERTIFICATES.** Tenant shall, at any time and from to time upon not less than **FIFTEEN (15) DAYS** prior request by Landlord, execute, acknowledge and deliver to Landlord, where truthful, an estoppel certificate in a form substantially similar to Exhibit C. This Certificate establishes that this Lease is unmodified (or in full force and effect as modified and stating the modifications) and establishes that the dates to which the Rent(s) and any other charges have been paid in advance, it being intended that any such statement delivered pursuant to this section may be relied upon by any prospective purchaser, lender or encumbrances (including assignees) of the Premises.

**14. CONDITION OF PREMISES AND TENANT DAMAGES.** During the Term of the Lease, Tenant accepts the Premises in its current "as-is, where is" condition. Landlord and Tenant agree that Landlord shall not provide any upgrades to the building or Premises including, but not limited to, new paint, wall coverings, carpeting or floorings. Tenant agrees to keep the interior of the Premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for all maintenance and repairs

to the Premises attributable to damages caused by Tenant, if employees, agents, representatives, contractors, subcontractors or invitees.

- 15. RULES AND REGULATIONS OF THE BUILDING.** Tenant agrees to comply with all reasonable building uses, rules and regulations promulgated by Landlord from time to time for all Tenants in the building.
- 16. PARKING AREAS.** Tenant and its guests have the non-exclusive right to use unreserved parking spaces in the parking lot, as identified on the attached Exhibit "B" map, which spaces may change from time to time in the sole discretion of the Landlord. Landlord does not guarantee adequate parking as part of this Lease. Landlord may reserve one or more of the parking spaces to other occupants for their exclusive use; and Landlord may, if appropriate, may close, temporarily, all or any portion of the parking areas, to facilitate building improvements, repairs, maintenance, construction and other activities of Landlord. Tenant shall not park in reserves areas or leave inoperable vehicles in the parking lot. Tenant shall not park vehicles in the parking lot overnight unless approved in advance by the Landlord.
- 17. KEYS AND LOCKS.** Tenant has been provided keys to access the entrance to the building and Premises. Tenant may not copy keys. Tenant must submit a written request to the Landlord for additional keys.
- A.** All lost and stolen keys for the building must be reported immediately to the Landlord. Replacement keys will be replaced by Landlord at a cost of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00) per key.
  - B.** All keys shall be returned to the Land lord when this Lease ends, including any holdover and early termination.
  - C.** Landlord reserves the right to rekey the Premises at any time during the Term of this Lease. Tenant may not change the locks on the doors of the Premises, except in the case of an emergency. In an emergency, Tenant may change the locks to the Premises on a temporary basis only, and shall, within **FORTY-EIGHT (48) HOURS**, provide Landlord with **(i.)** a written notice of the change; **(ii.)** an explanation as to the emergency nature of the change; **(iii.)** a set of keys to all doors in the Premises for which the locks have been changed; and **(iv.)** all Landlord's locks that may have been removed during Tenant's rekeying. Tenant recognizes that Tenant's change to the locks is temporary and that Landlord shall have the right to rekey the doors back to Landlord's master keying system. Tenant agrees to reimburse Landlord for all costs associated with rekeying the Premises back to Landlord's master keying system. Under no circumstances shall Tenant rekey any exterior or other doors in the building or Premises.
- 18. HOURS OF OPERATION.** The Premises shall be available to Tenant on a **TWENTY-FOUR (24) HOUR** day, **SEVEN (7) DAY** a week basis. Tenant may establish and maintain hours of operation.

When Tenant unlocks the front or rear doors of the Building to facilitate its operations, Tenant will be responsible for re-locking the Building and insuring that there are no unauthorized people in the Building.

- 19. UNFITNESS.** If during the Term of this Lease or any extension, or holdover periods under this Lease, the Premises, or any part thereof, are rendered unfit by any public authority, insurer of the Premises, or by fire or the elements or other casualty, Tenant shall within a reasonable time remove its possessions and vacate the Premises and Landlord shall have no obligation to provide alternative Premises to Tenant. Landlord shall be entitled to receive rent for Tenant's occupancy of the Premises to the date Tenant vacates the Premises.
- 20. DEFAULT AND REMEDIES.** Tenant's failure to perform any duty imposed on it by this Lease or failure to conform its conduct to the standards imposed by this Lease and all applicable statutes, regulations, ordinances, rules and codes, shall be deemed a default under this Lease. If Tenant is in default in the performance of any of the terms and conditions of the Lease and shall fail to remedy the default within; **(i) TEN (10) DAYS** in the case of non-payment of Rent or other sums due Landlord or, **(ii) EIGHT (8) HOURS** in the case of obligations that Landlord has declared to be an emergency, unless it is impracticable to complete such obligations within such time after Tenant expends its best efforts, and then such obligations shall be completed as soon as possible or in any event no longer than **TEN (10) DAYS** after Landlord's written notice; or **(iii) THIRTY (30) DAYS** in the case of all other defaults. In the event of default, Landlord shall have the following rights and remedies, which are cumulative and not exclusive, in addition to any rights and remedies that may be given to Landlord by statute or otherwise:
- A. Possession.** Landlord may re-enter the Premises and take possession. Landlord shall have a lien on all of Tenant's trade fixtures, and Tenant improvement's which may be placed on the Premises by Tenant, and which remain there at the time Landlord repossesses the Premises for the Rent, adjustments, charges or other payments required to be made by Tenant under this Lease; and/or
  - B. Re-lease.** Landlord may re-lease the Premises, in whole or in part, for a period equal to, or greater or lesser than, the remainder of the Term of this Lease for any sum which may be deemed reasonable by Landlord; and/or
  - C. Terminate Lease.** Landlord may terminate this Lease. Termination of the Lease does not relieve Tenant from the payment of any sum due Landlord or from any claim by Landlord for damages previously accrued or then accruing against Tenant and Tenant shall remain liable for all lost rents; and/or
  - D. Recover Damages.** Landlord may recover from Tenant such damage attributed to Tenant's default from the date of such breach.

**E. Landlord's Cost to Enforce Lease.** Tenant agrees to pay Landlord all costs Landlord may incur in enforcing the provisions of this Lease, including but not limited to, reasonable attorney's fees. This duty to pay Landlord's costs shall apply whether or not suit is brought by Landlord against Tenant, and shall specifically apply to, but not be limited to claims or suits filed by Landlord for an unlawful detainer of the Premises, for the recovery of any Rent due under this Lease, or for any obligation of Tenant arising under this Lease or by law. In addition, Landlord may recover actual damages and obtain other relief as provided by law.

**21. SURRENDER OF POSSESSION.** On or before the date the Lease Term ends, including the final day of holding over or upon earlier termination of this Lease, Tenant, at its sole cost and expense, shall peaceably and quietly leave, and surrender the Premises to Landlord and leave the Premises in the following condition:

- A.** Tenant shall surrender the Premises to Landlord in as good condition as when Tenant took possession or as improved, ordinary wear and tear excepted.
- B.** Tenant shall leave all plumbing and lighting fixtures in a clean, unobstructed and working condition.
- C.** Tenant shall commercially clean all carpets.
- D.** Tenant shall remove all of its personal property and equipment and leave the Premises in broom-clean condition and remove all litter and debris.
- E.** Tenant shall return all keys to the Building and the Premises to Landlord.

**22. LIABILITY AND INDEMNITY.** Tenant assumes all responsibility, risk and liability for all activities of Tenant, its employees, agents, representatives, contractors, subcontractors or invitees, directly or indirectly conducted in connection with its use, performance, activities or operations on or surrounding the Premises and Building, including environmental or hazardous materials risks and liabilities whether occurring during or after the Term of this Lease or any hold over periods under this Lease. Tenant shall indemnify, defend and hold the University, its Board of Regents, officers, employees, agents and representatives harmless from and against any and all loss, expense, including attorney's fees and litigation costs, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind on account of damage to or loss of property, or personal injury, emotional distress or death arising directly or indirectly in connection with the use, performance, activities or operations of Tenant, its employees, agents, representatives, contractors, subcontractors and invitees. This indemnification does not apply where the injury is caused by Landlord's sole negligence or intentional misconduct. This indemnification applies during and after Tenant's occupation, activities and operations in the Premises and the Building and shall survive the Term of this Lease or any termination of the Lease. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Tenant agrees to provide Landlord with the maximum indemnification allowed by law.



**23. INSURANCE.** Tenant is hereby advised and understands that Tenant’s personal property is not insured by Landlord for either damage or loss, and Landlord assumes no liability for any such damage or loss. Tenant agrees to carry insurance or self-insurance in amounts sufficient to protect itself and its property, but in no event in limits of less than **ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)**, against claims, or other actions arising from its activities upon or use of the Premises.

**24. QUIET ENJOYMENT.** Landlord covenants that upon Tenant’s paying of the Rent and observing and performing all terms, covenants and conditions required to be performed by Tenant, Landlord shall protect and defend Tenant’s right to peacefully and quietly enjoy the Premises for the Term of this Lease.

**25. DISCLAIMER OF WARRANTY.** Landlord makes no warranty, either express or implied, nor assumes any liability whatsoever, regarding the physical, social, economic or environmental aspects of the Premises, to include, without limitation, natural or artificial hazards which may or may not exist, the suitability or profitability or fitness of the Premises for any use, or the total area/square footage of the Premises. Tenant understands and agrees that Landlord is making no warranties or representations of any kind concerning the Premises and accepts the Premises in an **“AS IS”** condition, regardless of defects, either patent or latent. Landlord shall not be liable under any circumstances for any damages relating to the use or occupancy of the Premises or for any special, consequential or incidental damages. It is mutually agreed and understood by Landlord and Tenant that Landlord is not responsible for any action or injury caused by the presence of Tenant, its agents, invitees, employees, contractors, or employees of Tenant’s contractors on the Premises.

**26. ASSIGNMENT AND SUBLETTING.**

- A.** Tenant shall not assign, mortgage or encumber this Lease, in whole or in part, or sublet all or any part of the Premises without the prior written consent of Landlord, which consent shall be in the Landlord’s sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.
- B.** If this Lease is assigned as contemplated herein or if the Premises or any part is occupied by anybody other than Tenant, Landlord may collect rent from the assignee or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this provision or the acceptance of the assignee, undertenant or occupant as tenant, or as a release of Tenant from the further performance of the provisions on its part to be observed or performed herein. Unless otherwise agreed to in writing by Landlord, notwithstanding any assignment or sublease, Tenant shall remain fully liable and not be released from performing any of the terms of this Sublease. Any assignment, hypothecation or sublease of the Premises, or any

part, whether by operation of law or otherwise without the written consent of Landlord shall be voidable at the option of Landlord.

- C. Tenant shall pay Landlord's reasonable actual attorneys' fees and costs incurred in responding to any proposed assignment for each such proposed transfer to cover any necessary legal review for Landlord, whether or not Landlord shall grant its consent to such proposed transfer(s).

**27. COMPLIANCE.** Tenant shall comply with all applicable laws, ordinances, and regulations of duly constituted public authorities affecting the Premises, whether or not any such laws, ordinances or regulations, which may be enacted after the Term of the Lease commences, involve a change of policy on the part of the governmental body enacting the same. Tenant further agrees it will not permit any unlawful occupations, business or trade to be conducted on the Premises contrary to any law, ordinance or regulation.

**28. HAZARDOUS MATERIAL.** Tenant shall indemnify, defend, and hold the Landlord, its Board of Regents, officers, agents, and employees harmless from all claims, judgments, damages, penalties, fees, costs, liabilities, or losses that arise out of or in connection with the presence or release of hazardous material caused or negligently permitted by the Tenant on the land, in, on or under the facility or on adjoining property. This indemnification of the Landlord by the Tenant includes, without limitation, reasonable costs incurred in connection with defense or enforcement of any provisions of this Lease, any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any state or federal environmental regulatory agency pursuant to Environmental Law because of Hazardous Material present in the soil or groundwater on the land, the facility or on adjoining property. The Tenant shall seek the Landlord's approval for all such remedial actions, and the Landlord shall not unreasonably withhold approval so long as the remedial actions would not potentially have any material adverse long-term or short-term effect on the land, in, on or under the facility or land or the adjoining property owned by the Landlord.

The term "Environmental Law" as used in this Lease includes any liability arising under common law and any applicable federal, state, or local statute, law, regulation, ordinance, code, or permit, or orders of any governmental entity relating to environmental (air, water, groundwater, soil, noise, and odor) matters, including by way of illustration and not by way of limitation, the Clean Air Act, the Federal Water Pollution Control Act, RCRA, CERCLA, the Clean Water Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act and all other applicable federal, state, and local environmental requirements.

The term "hazardous material" as used in this Lease includes any hazardous or toxic substance, material, or waste, that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

**29. RELATIONSHIP.** This Lease shall in no way be construed so as to create a joint venture, agency, employment, or partnership relationship between Landlord and Tenant.

**30. MISCELLANEOUS PROVISIONS.**

- A. Amendment.** This Lease may only be modified by a written document signed by both Landlord and Tenant.
- B. Waiver.** The failure of either Landlord or Tenant to insist upon the strict performance of any provision of this Lease or to exercise any right, power or remedy upon a breach thereof shall not constitute a waiver by any such provision, right, power, remedy, breach, or subsequent breach of the same or any other provision.
- C. Severability.** If any provision of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of the provision shall not be affected thereby.
- D. Headings.** The section headings are for convenience and reference only. The Parties do not intend that the headings expand, modify, amplify, or clarify the meaning of any provision of this Lease.
- E. Time.** Time is of the essence in the performance of this Lease.
- F. Laws.** This Lease shall be governed and construed under the laws of the State of Alaska. Any lawsuit arising under this Lease or incident to it must be brought in the Superior or District Court for the State of Alaska, Third Judicial District, at Anchorage, Alaska.
- G. Authorship.** This Lease shall be interpreted as if written by both parties.
- H. Recording.** This Lease shall not be recorded.
- I. Exhibits.** The following exhibits attached hereto constitute an integral part of the Lease:
  - Exhibit A – Floor Plan
  - Exhibit B – Parking Area Map
  - Exhibit C – Estoppel Certificate

**31. REPRESENTATION AS TO AUTHORITY.** Each signatory represents that he or she has the authority and is authorized to enter into this Lease. Landlord warrants further that Landlord is the owner of record of the Premises.

**32. ENTIRE AGREEMENT.** This Lease, and the exhibits and documents referred to herein, set forth all of the terms, conditions, covenants and agreements of the parties relative to the subject matter hereof and supersede any and all former agreements, oral or written, which, upon the execution and delivery hereof, are hereby terminated and of no further force and effect. There are no other terms, conditions, covenants, or agreements.

**IN WITNESS WHEREOF,** the parties have executed this Lease to be effective the last date signed below.

**TENANT:**

\_\_\_\_\_  
[Name], [Title] \_\_\_\_\_  
[Division/Department Name] Date  
[NAME]

**LANDLORD:**

\_\_\_\_\_  
Christine Klein, Chief Facility and Lands Officer \_\_\_\_\_  
Facilities and Land Management Date  
**UNIVERSITY OF ALASKA**

**ACKNOWLEDGMENTS**

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared to me **[NAME]**, [Title], [Division/Department Name], with authority to sign on its behalf, and who acknowledged to me that he executed the within and foregoing document, as a voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year herein and above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

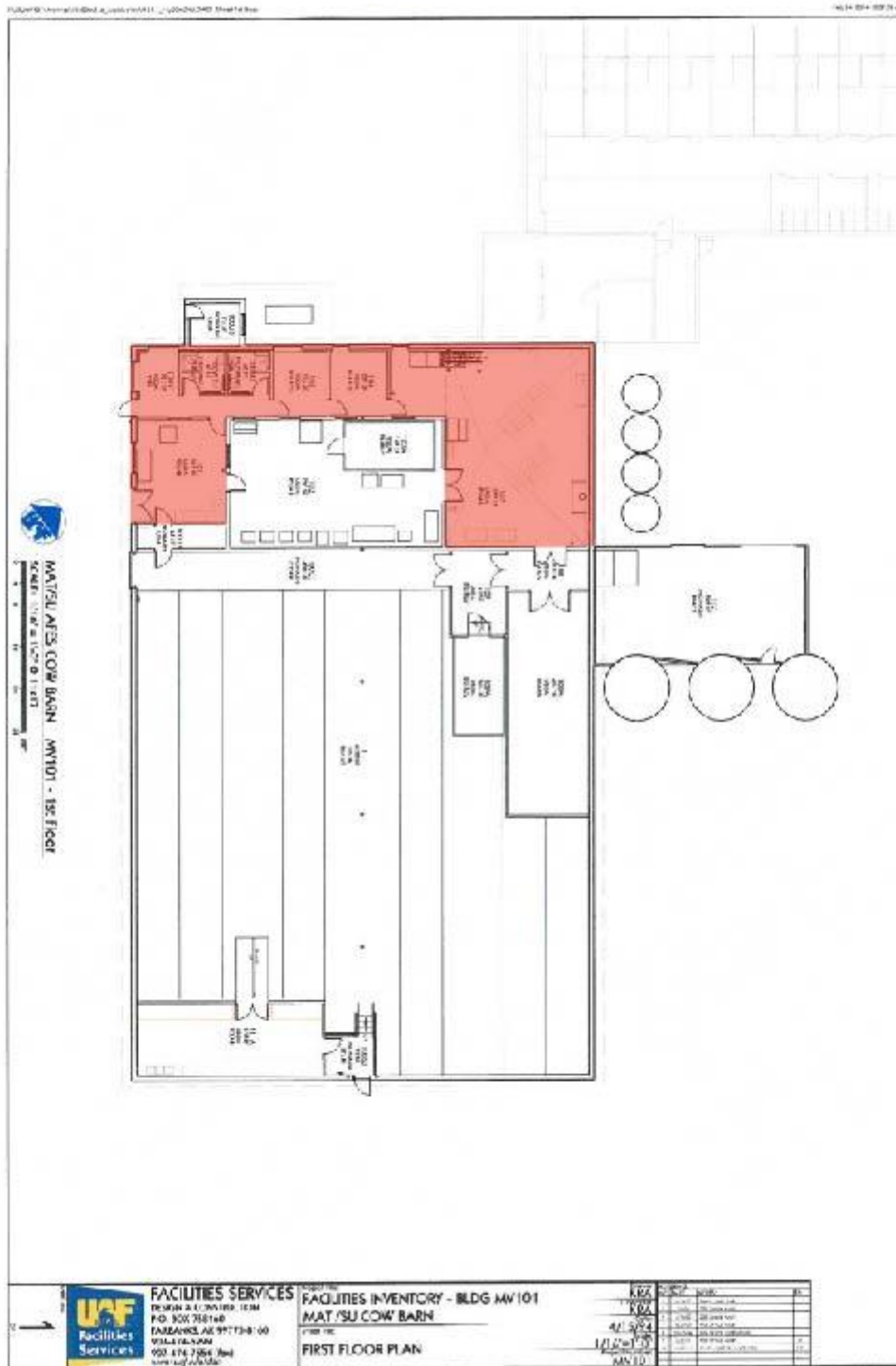
STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT    )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned Notary Public, in and for the State of Alaska, duly commissioned and sworn as such, personally appeared to me **CHRISTINE KLEIN**, the Chief Facilities and Lands Officer, Facilities and Land Management, University of Alaska, a corporation created under the Constitution and laws of the State of Alaska, and who acknowledged to me that she executed the within and foregoing document on behalf of said corporation by authority of its Board of Regents, as the voluntary act and deed of said corporation, for the uses and purposes stated therein.

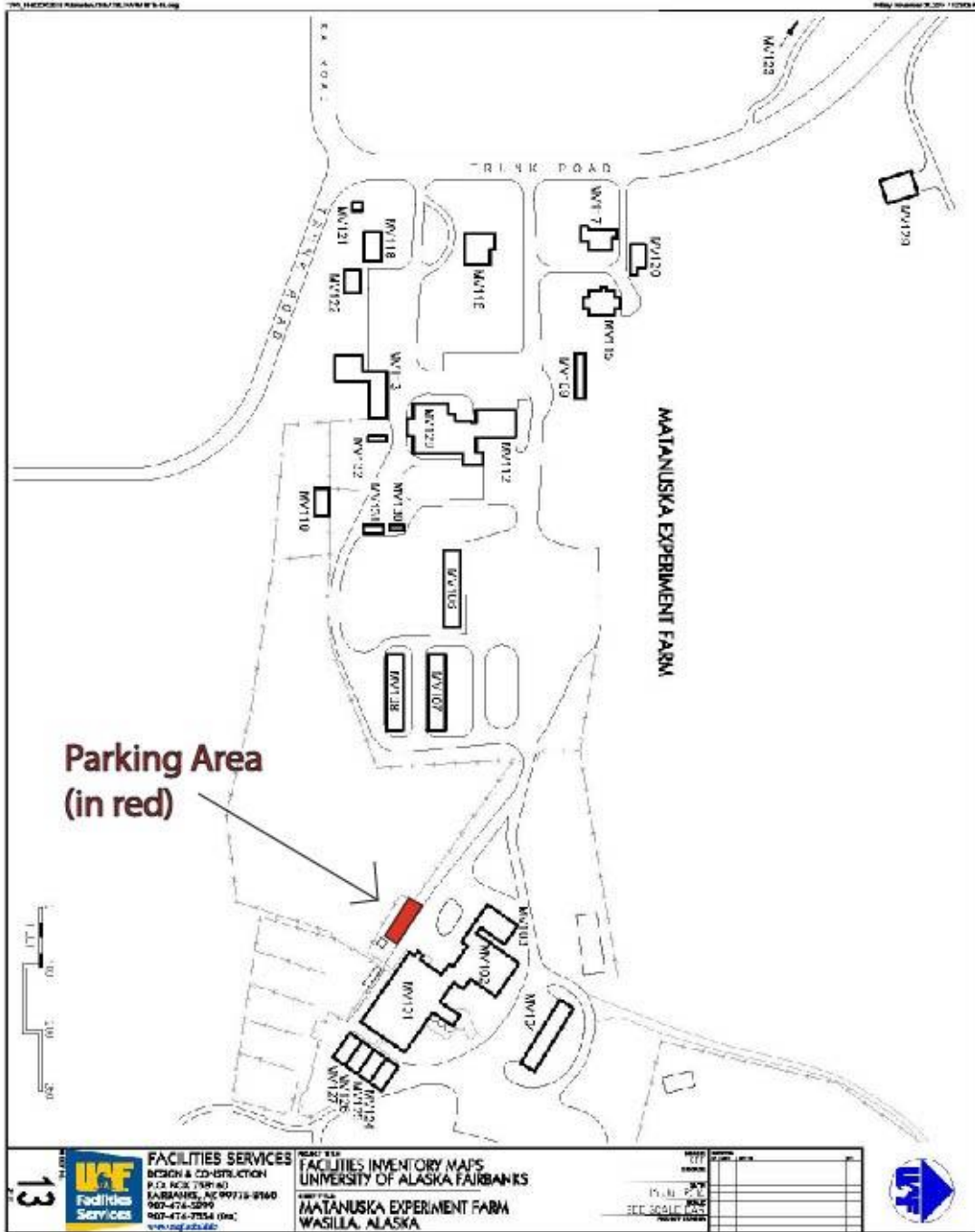
WITNESS my hand and official seal the day and year herein and above written.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A Floorplan



**Exhibit B  
Parking Area Map**



**Exhibit C**  
**Estoppel Certificate**

To: Purchaser of the Property and/or  
Purchaser's Lender

THIS IS TO CERTIFY THAT:

1. The undersigned is the Tenant under that certain lease, dated \_\_\_\_\_, 20\_\_\_\_ attached hereto as Exhibit 1 (the "Lease") for those certain premises commonly known as \_\_\_\_\_ in Anchorage, Alaska ("Property").
2. The Lease is in full force and effect and has not been modified, changed, altered or amended in any respect and is the only lease or agreement between the undersigned and Landlord affecting the Property.
3. The undersigned has accepted possession and now occupies the Property. The construction of the space occupied by the undersigned has been satisfactorily completed in all respects. Landlord is not required to make any further tenant improvements nor pay for any tenant improvements to be made by Tenant except as follows: \_\_\_\_\_.
4. All conditions of the Lease to be performed by Landlord for the Lease to be fully effective have been satisfied, and Landlord has fulfilled all of its duties and obligations under the Lease.
5. The Lease term began \_\_\_\_\_, and the Lease term expires \_\_\_\_\_. Except as set forth on Exhibit 1 to this Estoppel, Tenant has no right or option to extend the term of the Lease. The rent presently being paid is \$ \_\_\_\_\_ per month. All rentals, charges and other obligations on the part of the undersigned under the Lease have been paid to and including the date of \_\_\_\_\_, 20\_\_\_\_. No rentals, charges or other obligations have been prepaid for more than two (2) months. A security deposit of \$ \_\_\_\_\_ was paid to the Landlord.
6. There are no existing defenses which the undersigned has against the enforcement of the Lease by Landlord, and the undersigned is entitled to no free rent nor any credits, offsets, or deductions in rent.
7. No actions, whether voluntary or otherwise are pending against the undersigned under the bankruptcy laws of the United States or any state.
8. Tenant has no right of first refusal or option to lease space in addition to the space it currently occupies under the Lease.
9. Tenant has no right of first refusal or option to purchase the Property or any part thereof.



10. Tenant has not received or been entitled to receive any concessions, free rent or Tenant Improvements of any kind that are not set forth in the Lease.
11. If applicable, Tenant acknowledges that Landlord will assign Landlord's interest in the Lease to a Purchaser and agrees to attorn to Purchaser and to perform all of Tenant's obligations as Tenant under the Lease, including, without limitation, the payment of rent directly to Purchaser (or to a management company at the written direction of Purchaser) at the address set forth above, unless Tenant is otherwise notified in writing by Purchaser.
12. To the best of Tenant's knowledge, the Tenant is not in default under the Lease nor has any event occurred which, with the passage of time or the giving of notice, or both, would constitute a default or breach by Tenant. Tenant is current in the payment of any rent, taxes, utilities, common area maintenance payments, or other charges required to be paid by Tenant under the Lease.
13. Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease.
14. Tenant represents, to the best of its knowledge, that no hazardous materials, toxic substances or other contaminants ("Hazardous Materials") have been used, treated, stored or disposed of by Tenant or any representatives or agents of Tenant on the Property except in compliance with all federal, state and local laws, rules and regulations applicable to Hazardous Materials and the environment. Tenant further represents that Tenant does not hold any permits or identification numbers issued by the United States Environmental Protection Agency or any state or local agencies with respect to Tenant's operations upon the Property.
15. Tenant recognizes and acknowledges it is making these representations to Landlord and to Purchaser and its lenders and assignees with the intent that the Purchaser and its members, partners, lenders and assignees may rely hereon and as a material inducement to the Purchaser's purchase of the Property from Landlord.

DATED: \_\_\_\_\_

TENANT: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SAMPLE