

**LEASE NO. GS-04P-LFL60485**

On-Airport Lease  
GSA FORM L201D (September 2015)

This Lease is made and entered into between

**SARASOTA MANATEE AIRPORT AUTHORITY**

(Lessor), whose principal place of business is 6000 Airport Circle, Sarasota, Florida 34243-2105, 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

**Sarasota-Bradenton International Airport  
6000 Airport Circle  
Sarasota, Florida 34243-2105**

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 March 1, 2016 and continuing for a period of

**5 Years, 2 Years Firm, through February 28, 2021**

subject to termination and renewal rights as may be hereinafter set forth.

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 the Lessor.



**FOR THE GOVERNMENT:**

Title: Chairman

Entity Name: Sarasota Manatee Airport Auth.

Date: 1-25-2016

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 1/27/2016



Title: SMAA SECRETARY

Date: 1-25-2016

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

**1.01 THE PREMISES (SEP 2015)**

The Premises are described as follows:

A. Office and Related Space: 4,045 rentable square feet (RSF), yielding 4,045 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the **first and second floor(s)** and known as Suite(s) **202, 203, and 204** 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 **1.0** 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: **00** parking spaces reserved for the exclusive use of the Government, of which **00** shall be structured/inside parking spaces and **00** 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.

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.

**1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2015)**

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

|                              | FIRM TERM               | NON-FIRM TERM           |
|------------------------------|-------------------------|-------------------------|
|                              | 03/01/2016 – 02/28/2018 | 03/01/2018 – 02/28/2021 |
|                              | ANNUAL RENT             | ANNUAL RENT             |
| SHELL RENT <sup>1</sup>      | \$287,195.00            | \$287,195.00            |
| OPERATING COSTS <sup>2</sup> | \$0.00                  | \$0.00                  |
| <b>TOTAL ANNUAL RENT</b>     | <b>\$287,195.00</b>     | <b>\$287,195.00</b>     |

<sup>1</sup>Shell rent calculation:  
 (Firm Term) \$71.00 per RSF multiplied by 4,045 RSF  
 (Non Firm Term) \$71.00 per RSF multiplied by 4,045 RSF  
<sup>2</sup>Operating Costs rent calculation: \$0.00 per RSF multiplied by 4,045 RSF.

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed **4,045** ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Intentionally deleted.

D. 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.

E. 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. This registration service is free of charge.

F. The 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,

4. All services, utilities (with the exclusion of janitorial services), 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.

G. Parking shall be provided under a separate agreement.

H. Intentionally deleted.

**1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)**

A. Intentionally deleted

B. 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 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 INTENTIONALLY DELETED**

**1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (APR 2015)**

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

| DOCUMENT NAME  | NO. OF PAGES | EXHIBIT |
|--|--------------|---------|
| FLOOR PLAN(S)  | 2            | A       |
| SECURITY REQUIREMENTS  | 8            | B       |
| GSA FORM 3518- REPRESENTATIONS AND CERTIFICATIONS (ACQUISITIONS OF LEASEHOLD INTERESTS IN REAL PROPERTY) | 7            | C       |
| GSA FORM 3517B, GENERAL CLAUSES  | 46           | D       |

**1.07 INTENTIONALLY DELETED**