

**LEASE NO. GS-04B-62186**

On-Airport Lease  
GSA FORM L201D (September 2011)

This Lease is made and entered into between

**MIAMI DADE COUNTY, AVIATION DEPARTMENT**

("the Lessor"), whose principal place of business is 5200 NW 21 Street, Concourse E, 6<sup>th</sup> Floor, Miami, FL 33126, mailing address P.O. Box 025504, Miami, FL 33102-5504, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(the "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:

The Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at Miami International Airport, Terminal Building #3000, Suite F3552.

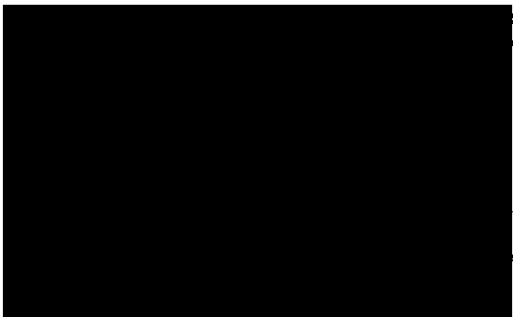
and more fully described in Section 1 and Exhibits A and C, together with rights to the use of parking and other areas as set forth herein.

To Have and To Hold the said Premises with their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 years, \_\_\_\_\_ years firm,

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

These parties hereby evidence their agreement to all terms and conditions set forth herein by their signatures below, to be binding on the Government as to the executed Lease to the Lessor.



**FOR THE GOVERNMENT:**

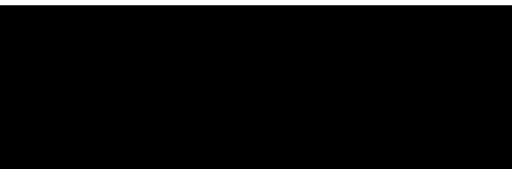


Lease Contracting Officer

Date: 7-16-12

Date: 9/28/12

WITNESSETH:



Name: \_\_\_\_\_

Title: Asst to the Director

Date: 7/16/12

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

**1.01 THE PREMISES**

The Premises are described as follows:

Office and Related Space: 2,488 square feet (SF), located on the 3rd floor(s) and known as Suite(s) ID#2F3552, of the Terminal Building (No. 3000), as depicted on the floor plan(s) attached hereto as Exhibit C.

**1.02 EXPRESS APPURTENANT RIGHTS**

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Government rules and regulations within such areas. The Government will coordinate with the Lessor to ensure signage is consistent with the Lessor's standards. Appurtenant to the Premises and included with the Lease are rights to use the following:

A. Parking: 10 parking spaces as depicted on the plan attached hereto as Exhibit A of which 0 shall be structured inside spaces reserved for the exclusive use of the Government, 0 shall be inside parking spaces, and 10 shall be surface parking spaces.

B. Antennae, 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**

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

	Years 1 - 5		Years 6 - 10	
	Annual Rent	Annual Rate / SF	Annual Rent	Annual Rate / SF
<b>Rentals Vary Annually*</b>	Class 2 Admin. Office Space charged at Class 3 Rates	At Government Rate	Approved by Board of County Commissioners for Fiscal Year	Every September
<b>FY11-12 Rates</b>	Below			
Shell Rental Rate	\$183,315.84	\$73.68	To Be	Determined
Operating Costs	\$ 9,106.08	\$ 3.66		
<b>Parking Spaces</b>	<b>\$4800.00</b>	<b>\$480 ea</b>		
<b>Full Service Rate</b>	<b>\$197,221.92</b>	<b>\$77.34</b>		

	Years - FY 11-12			
	Annual Rent	Annual Rate / SF or Ea.	Annual Rent	Annual Rate / SF
Shell Rental Rate	\$183,315.84	\$73.68		
Operating Costs	\$ 9,106.08	\$ 3.66		
Parking Space	\$4,800.00	\$480 ea.		
<b>Full Service Rate</b>	<b>\$197,221.92</b>			

B. Rent is subject to adjustment based upon a physical mutual measurement of the Space upon acceptance, not to exceed 2,500 ABOA sq.-ft. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. Rent is subject to adjustment based upon the final TI cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease award date.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be pro-rated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to the 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 Central Contractor Registration.

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 "Clause 1.01, THE PREMISES," created herein;
  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, and maintenance required for the proper operation of the Property, the Building, and the 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.
4. All services, utilities (with the exclusion of \_\_\_\_\_), 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 \_\_\_\_\_ 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 Contracting Officer, 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.

G. Parking shall be provided at a rate of \$0 per parking space per month (Structure), and \$40.00 per parking space per month (Airside Surface).

**1.04 TERMINATION RIGHTS (ON-AIRPORT APR 2011)**

The Government reserves the right to terminate this Lease, in whole or in part, at anytime during the term of this lease with 30 days' written notice to the Lessor if (i) regularly scheduled commercial air services ceases, (ii) the airport opts to replace ██████ screeners with private contractors, (iii) the checkpoint supported by the leased space is closed, or (iv) Government reduces its presence at airport due to a reduction in deplanements. 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**

This Lease may be renewed at the option of the Government for a term of \_\_\_\_\_ YEARS at the following rental rate(s):

	Option Term, Years	
	Annual Rent	Annual Rate / RSF
Shell Rental Rate		
Operating Cost	Operating cost basis shall continue from Year of existing lease term. Option term is subject to continuing annual adjustments.	

provided notice is given to the Lessor at least \_\_\_\_\_ 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 force and effect during any renewal term.

**1.06 DOCUMENTS INCORPORATED BY REFERENCE (ON-AIRPORT SEPTEMBER 2011)**

The following documents are incorporated by reference, as though fully set forth herein:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	1	C
Parking Plan(s)	1	A
GSA Form 3517G, General Clauses		
GSA Form 3518G, Representations and Certifications		
Special Provisions		

**1.07 OPERATING COST BASE**

The parties agree that, for the purpose of applying the clause titled "Operating Costs Adjustment," the Lessor's base rate for operating costs shall be \$3.66per RSF and are for janitorial cleaning and are reviewed and adjusted annually, and approved by the Board of County Commissioners.

*Handwritten initials: JJ 22*