

**LEASE NO. GS-01P-LME05045**

Succeeding Lease - RLP Draft 09/28/2015  
GSA FORM L202 (September 2014)

**INSTRUCTIONS TO OFFERORS:** Do not attempt to complete this lease form (GSA Lease Form L202). Upon selection for award, GSA will transcribe the successful Offeror's final offered rent and other price data included on the lease proposal form (GSA Lease Proposal Form 1364-S, hereinafter Lease Proposal Form) into a Lease Form, and transmit the completed Lease Form, together with appropriate attachments, to the successful Offeror for execution.

This Lease is made and entered into between Eastport Port Authority, whose principal place of business is 141 Water Street, Eastport, ME 04631-0278, and whose interest in the Property described herein is that of Fee Owner, and THE UNITED STATES OF AMERICA U.S Coast Guard, 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 Eastport Coast Guard Station, 1 Admiral Hamlett Place, Eastport, ME 04631-0278 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 either upon **March 13, 2017** or upon acceptance of the Premises as required by this Lease, whichever is later, and continuing for a period of 10 Years, 5 Years Firm, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically 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: [Redacted]

Title: Executive Director

Date: 2/15/2017

**FOR THE GOVERNMENT:**

[Redacted]

Mark S. Shinto  
Lease Contracting Officer  
General Services Administration, Public Buildings Service

Date: MAR 01 2017

**WITNESSED FOR THE LESSOR BY:**

Name: [Redacted]

Title: Administrative Assistant

Date: February 15, 2017

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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:**

[Redacted signature area]

Christopher M. Gardner

Executive Director

Eastport Port Authority

Date: January 20<sup>th</sup>, 2017

**FOR THE GOVERNMENT:**

[Redacted signature area]

Mark S. Shinto

Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: MAR 01 2017

**WITNESSED FOR THE LESSOR BY:**

[Redacted signature area]

Natalie R.T. Brown  
Assistant to the Director

Eastport Port Authority

Date: January 20<sup>th</sup>, 2017

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.

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

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

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

- A. Office and Related Space: 9,980 rentable square feet (RSF), yielding 9,011 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the two full floors and known as 1 Admiral Hamlett Place, as depicted on the floor plan(s) attached hereto as Exhibit A.
- B. Common Area Factor: The Common Area Factor (CAF) is established as 10 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.
- C. Land: All the land inside the fence line.
- D. The Docks: The berthing of three vessels and access of the breakwater.

**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: 26 parking spaces as depicted on the plan attached hereto as Exhibit B, reserved for the exclusive use of the Government, of which 0 shall be structured/inside parking spaces, and 26 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 to include the USCG owned Communications Tower on Lessor owned concrete base.
- C. Inclusion of all the Land inside the Fence Line.
- D. The Rental space for the Docks and Berthing of Three Vessels. Reference to USCG lease #HSCGG1-15-1-0002 is for the docks and access to break water. This USCG lease will become part of this Succeeding lease.
- E. The right of access of the Breakwater. The Government and the Lessor by mutual agreement will determine the fuel system equipment placement on the Breakwater and permission is not to be unreasonably withheld. The Eastport Port Authority and US Coast Guard reserve their right for input on the final placements. The US Coast Guard reserves the right to spend appropriated funds on the properties in the future for the Communications Tower and a new dual fuel system.

**1.03 RENT AND OTHER CONSIDERATIONS (SEP 2013)**

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

	FIRM TERM	NON-FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT <sup>1</sup>	\$215,355.38	\$215,355.38
TENANT IMPROVEMENTS RENT <sup>2</sup>	\$ 22,371.60	\$0.00
OPERATING COSTS <sup>3</sup>	\$ 76,710.12	\$ 76,710.12
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) <sup>4</sup>	\$ 12,305.00	\$0.00
PARKING <sup>5</sup>	\$ 0	\$ 0
<b>TOTAL ANNUAL RENT</b>	<b>\$326,742.10</b>	<b>\$292,065.50</b>

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

(Firm Term) \$21.58 per RSF multiplied by 9980 RSF

(Non-Firm Term) \$21.58 per RSF multiplied by 9980 RSF

<sup>2</sup>The Tenant Improvement Allowance of \$100,000 is amortized at a rate of 4.5 percent per annum over 5 years.

<sup>3</sup>Operating Costs rent calculation: \$7.69 per RSF multiplied by 9980 RSF

<sup>4</sup>Building Specific Amortized Capital (BSAC) of \$50,000 are amortized at a rate of 4.5 percent per annum over 5 years

<sup>5</sup>Parking costs described under sub-paragraph H below

In instances where the Lessor amortizes either the TI or BSAC for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs beyond the Firm Term.

B. INTENTIONALLY DELETED

C. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.

D. INTENTIONALLY DELETED

E. 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.

F. 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 in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM.

G. 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 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.

H. INTENTIONALLY DELETED

**1.04 INTENTIONALLY DELETED**

**1.05 TERMINATION RIGHTS (AUG 2011)**

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 120 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.

**1.06 RENEWAL RIGHTS (SEP 2013)**

This Lease may be renewed at the option of the Government for a term of [REDACTED] at the following rental rate(s):

OPTION TERM, YEARS [REDACTED]		
	ANNUAL RENT	ANNUAL RATE / RSF
SHELL RENTAL RATE	[REDACTED]	[REDACTED]
OPERATING COSTS	OPERATING COST BASIS SHALL CONTINUE FROM THE EFFECTIVE YEAR OF THE LEASE. OPTION TERM IS SUBJECT TO CONTINUING ANNUAL ADJUSTMENTS.	

provided notice is given to the Lessor at least 120 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.

**1.07 DOCUMENTS INCORPORATED IN THE LEASE (SEP 2013)**

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	5	A
PARKING PLAN(S)	2	B
SECURITY REQUIREMENTS	6	C
AGENCY SPECIFIC/SPECIAL REQUIREMENTS	NA	7.02
SECURITY UNIT PRICE LIST	2	D
GSA FORM 3517B GENERAL CLAUSES	47	E
GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS	2	F

**1.08 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SUCCEEDING) (SEP 2013)**

The Government may elect to make lump sum payments for any or all work covered by the Tenant Improvement (TI) scope. That portion of the rental payments attributable to amortization of the TIs shall be reduced accordingly. At any time after occupancy and during the firm term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIs. If the Government elects to make a lump sum payment for the TIs after occupancy, the payment by the Government will result in a decrease in the rent according to the amortization rate over the remaining Firm Term of the Lease.

**1.09 INTENTIONALLY DELETED**

**1.10 INTENTIONALLY DELETED**

**1.11 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (JUN 2012)**

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is 100% percent.

**1.12 INTENTIONALLY DELETED**

**1.13 OPERATING COST BASE (SEP 2013)**

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be \$7.69 per RSF (\$76,710.12/annum). The US Coast Guard will pay for all utilities directly. Lessor's operating costs to include the maintenance and repairs to all infrastructure, janitorial and periodic and emergency maintenance and services, and snow removal.

**1.14 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013)**

In accordance with the paragraph entitled "Adjustment for Vacant Premises" if the Government fails to occupy or vacates the entire or any portion of the Premises prior to expiration of the term of the Lease, the operating costs paid by the Government as part of the rent shall be reduced by \$1.98 per ABOA SF of Space vacated by the Government.

**1.15 HOURLY OVERTIME HVAC RATES (AUG 2011)**

The entire US Coast Guard Station and Building requires 365/24/7 HVAC. The Coast Guard pays directly for all Utilities with approved Suppliers

**1.16 24-HOUR HVAC REQUIREMENT (SEP 2014)**

The entire US Coast Guard Station and Building requires 365/24/7 HVAC. The Coast Guard pays directly for all Utilities with approved Suppliers. The Eastport Port Authority is responsible for maintenance and Service of all Infrastructure related to HVAC requirements.

**1.17 BUILDING IMPROVEMENTS (SEP 2012)**

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements prior to acceptance of the Space:

None (TI scope of work is defined in section 7.02 of the Lease)

**1.18 NOTICES**

All notices and other communications which is required or permitted by this Lease shall be in writing and delivered by personal service, or sent by registered or certified first-class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express.

If intended for the Lessor, notices shall be sent to:

**Mr. Christopher Gardner  
Executive Director  
Eastport Port Authority  
PO Box 2798  
141 Water Street**