# **LEASE NO. GS-01P- LME05023**

Simplified Lease GSA FORM L201A (September 2012)

This Lease is made and entered into between

# County of Cumberland

(Lessor), whose principal place of business address is 142 Federal Street, Portland, ME 04101, 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

#### The Cumberland County Parking Garage, 188 Newbury Street, Portland, ME 04101

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 their appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

#### 5 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this Lease, October 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.

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10/6/15

Title: Exec Asst.

Name: Denise Francoeus

# **SECTION 1**

## THE PREMISES, RENT, AND OTHER TERMS

#### 1.1 THE PREMISES (SIMPLIFIED) (AUG 2011)

The Premises are as described under Exhibit A, Proposal to Lease Space, GSA Form 1364A1.

#### 1.2 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. 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.

# 1.3 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (JUN 2012)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate(s) specified on Exhibit A, GSA Form 1364A1. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by Electronic Funds Transfer to an account to be designated by Lessor. Rent shall be inclusive of all costs incurred by the Lessor for the parking requirement including all taxes of any kind, and all operating costs. Unless a separate rate is specified on Exhibit A, GSA Form 1364A1, rights to parking areas will be deemed included in the rent.

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

- 1.4 BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (JUN 2012) INTENTIONALLY DELETED.
- 1.5 TERMINATION RIGHTS (SIMPLIFIED) (JUN 2012)

The Government may terminate this Lease, in whole or in part, during the 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. The Government must provide termination notice no later than 90 days prior to termination date of the lease.

- 1.6 RENEWAL RIGHTS (SIMPLIFIED) (APR 2011) INTENTIONALLY DELETED
- 1.7 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (SEP 2012)

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

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A1)		
Representations and Certifications (GSA Form 3518A)		

- 1.8 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (SEPT 2011) INTENTIONALLY DELETED
- 1.9 OPERATING COST BASE (AUG 2011) INTENTIONALLY DELETED PARKING RATE APPLIES
- 1.10 ADDITIONAL BUILDING IMPROVEMENTS (SEP 2012) INTENTIONALLY DELETED PARKING GARAGE LEASE
- 1.11 HUBZONE SMALL BUSINESS CONCERNS ADDITITIONAL PERFORMANCE REQUIREMENTS (MAR 2012) INTENTIONALLY DELETED THIS IS A GOVERNMENT TO GOVERNMENT LEASE

LESSOR: GOVERNMENT: MM