



**CITY OF BANGOR – AIRPORT COMMITTEE**

Tuesday, May 12, 2015

*(Or immediately following Infrastructure Committee meeting.)*

City Council Chambers

**Meeting Agenda**

1. The Lander Group: lease agreement. (Caruso to present.) (Documents attached.)
2. LifeFlight of Maine: lease agreement. (Caruso to present.) (Memo attached; draft lease provided at meeting.)
3. Airport statistics – APR 2015 (Bahr & Caruso to present.) (Materials presented at meeting.)
4. Airport Construction projects – update: (Caruso to present.)
  - a. Domestic terminal renovations.
  - b. Upcoming AIP projects.



## MEMORANDUM

To: Airport Committee

From: Tony Caruso, Airport Director

CC: Cathy Conlow, City Manager

Re: The Lander Group – temporary lease agreement.

Date: May 5, 2015

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The Airport is requesting Airport Committee approval of a short-term lease agreement with the Lander Group, LLC. The Lander Group has recently requested to lease shop space for an aviation business segment of their operation. They desire to lease shop space to build and perform maintenance on aviation related equipment, and for the build and assembly of aviation grade packaging. This short term lease agreement outlines the terms and conditions for the rental of the specific shop space within Building # 600. This agreement outlines a month-to-month lease rate of \$273 for 1,009 sq ft of shop space necessary for their operation.

Attached for your review is a draft copy of this lease agreement. This lease agreement will be in final form as approved by City Legal. The Airport respectfully submits this agreement for Airport Committee review and recommends approval.

**INDENTURE OF LEASE**

THIS INDENTURE OF LEASE, executed this \_\_\_\_ day of \_\_\_\_\_, by and between:

**CITY OF BANGOR**, a municipal corporation, organized and existing under the laws of the State of Maine, and having its principal offices at 73 Harlow Street, Bangor, Maine, (hereinafter sometimes referred to as "Lessor")

AND

**Lander Group, LLC**, a Service Disabled Veteran Owned Small Business with its principal place of business and mailing address at 154 Maine Ave., Bangor, Maine, (hereinafter sometimes referred to as "Lessee.").

WITNESSETH:

WHEREAS, The City of Bangor is the owner of an airport commonly known as "Bangor International Airport", formerly known as Dow Air Force Base, located in the city of Bangor, County of Penobscot, State of Maine (hereinafter sometimes referred to as the "Airport"); and

WHEREAS, Lessee wishes to lease a portion of Building # 600, Section # 1, west side hangar portion, as depicted in Exhibit A in the Bangor International Airport complex to perform aviation related maintenance activities.

NOW, THEREFORE, the parties do mutually agree as follows:

**ARTICLE I - PREMISES**

The Lessor, for an in consideration of the rents to be paid and the obligations to be performed by Lessee as hereinafter provided, does hereby demise and lease unto Lessee, and the Lessee does hereby take and hire, upon and subject to the terms and conditions hereinafter expressed the following described premises in its present physical condition:

- a. 851 sq. ft. of shop space, depicted on Exhibit B, defined as the 'Prep Shop'.

All as shown on plans attached hereto as Exhibit "A" and "B".

Together with the right to use, in conjunction with the Owner and other Tenants, any areas and facilities intended for common use, including but not limited to halls, passageways, stairways, entrances, exits, driveways, restrooms, handicap stair-lift and yards.

**ARTICLE II - TERM**

TO HAVE AND TO HOLD the demised premises unto the Lessee on a **month-to-month** basis, commencing June 1, 2015. Lessee must notify, in writing, Lessor of its intent **not** to renew this Lease ten (10) days prior to the expiration of the Lease. In the event Lessee does not notify Lessor that it does not wish to renew the lease for another month term, said lease shall continue in full force and effect for another month, provided that Lessee is not in violation of any provision of the Lease. If Lessee is in violation of any provision of the lease Lessor may refuse to permit the Lease to be renewed for an additional month. The lease may continue on a month to month basis until June 1, 2016, at which time this lease will terminate and the parties may, if each agrees, negotiate a new lease.

### **ARTICLE III - COMPUTATION OF ANNUAL RENTAL**

The monthly rental to be paid by Lessee to Lessor during the term of this Lease shall be Two hundred and thirty dollars (\$230.00).

Lessee shall pay all rentals herein required in advance on the first day of each and every month without prior demand therefor, in lawful money of the United States, at the address of the Lessor as set forth herein or at such other reasonable places as the Lessor may designate. Late payments shall be subject to an additional interest charge of one and one-half per cent (1.5%) per month to the date of payment.

### **ARTICLE IV – USE, OCCUPANCY AND ALTERATIONS TO PREMISES**

A. Lessee shall have the right to use, occupy and maintain the premises herein described in a reasonably businesslike, careful, clean, and reasonably safe manner for the purposes of having an office and storage space, and for no other purposes whatsoever without the prior written consent of the Lessor whose consent shall not be unreasonably withheld.

B. Lessee shall not use, occupy or maintain said premises in any manner as to violate any municipal, state, or federal law or regulation, and, in particular, regulations of the Federal Aviation Administration relating to the operation of Bangor International Airport as a public airport.

C. Lessee shall make a good faith effort to inform its employees and visitors of the rules and regulations of the Bangor International Airport and shall cooperate in every way with the Airport Director to ensure that such rules and regulations are obeyed.

D. Lessee shall have the right to make alterations and improvements to the premises as it may choose, subject to the prior written approval of the Airport Director which shall not be unreasonably withheld, and provided that such alterations, additions and improvements do not weaken the structural integrity of the buildings, nor decrease its functional quality or value, and further provided that any such work shall be done entirely at the Lessee's own expense and will include returning disrupted surfaces to a serviceable and attractive condition.

E. Lessee shall have the right to erect signs on the leased premises subject to the prior written approval of the Airport Director provided that such signs comply with the City's sign Ordinance and applicable F.A.A. Regulations.

F. Lessor, through its agents, shall have at all reasonable times the right, upon reasonable notification to the Lessee, to go on and inspect the premises with an authorized representative of the Lessee, and the right of access to utility systems located on the demised premises for the purposes of maintenance, repair, correction or inspection. For purposes of this paragraph, "reasonable notification" shall include any actual notification to the Lessee or its agent not less than one business day prior to the date of inspection. "Reasonable times" shall mean any time during Lessee's regular business hours or during normal weekday business hours if Lessee shall cease operations.

### **ARTICLE V – HAZARDOUS WASTE**

Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension of renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, or upon any other portion of Lessor's Bangor International Airport, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind or nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited in violation of this paragraph.

Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, violate any local, state or Federal regulation, ordinance or statute pertaining to hazardous waste or hazardous material and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, or whatever kind or nature, incurred by the Lessor for any such violation.

Such costs shall be deemed to include, without limitation, Lessor's costs of defending any suit filed by any person, entity, agency, or governmental authority; paying any fines imposed in connection with such suit; paying any judgements or otherwise settling any damage claims; complying with any order by a court of competent jurisdiction directing the Lessor to take remedial action with respect to such waste; and of all associated attorney's fees and costs.

For the purposes of this paragraph, the term "hazardous waste" shall be deemed to include every substance now or hereafter designated as a hazardous waste under any provision of State or Federal law. Lessee's obligations under this paragraph shall be deemed to survive the expiration or termination of this Lease.

#### **ARTICLE VI – INSURANCE**

- A. Fire Insurance. In the event Lessee's use of the premises is deemed to be hazardous or high risk, Lessor reserves the right to require Lessee to provide and pay for fire insurance on the building, not presently insured by the City at the time of execution of this Lease, and said coverage, if required by Lessor, shall be evidenced by a Certificate of Insurance to be filed with the Airport Director attached to this Lease, along with indication that Lessor is an additional insured insofar as Lessor's interest is involved.
- a. Lessee has provided Lessor with documentation of insurance due to the Lessee's lease of additional buildings on the airport.
- B. Liability Insurance. The Lessee at all times during the term of this Lease shall maintain public liability insurance with a company authorized to do business in the State of Maine insuring both the Lessor and the Lessee against any and all loss or claims arising out of the operation of the Lessee's business on the demised premises or any act or omission of the Lessee, its agents, servants, employees or invitees. Such insurance shall afford protection in minimum amounts of \$500,000 for injury or death to any one person, \$500,000 for injury or death arising out of any one accident and \$1,000,000 with respect to damage to property. Lessor reserves the right to review these minimum required amounts of insurance after three (3) years from the date of this Lease and require increased minimums if it is determined by Lessor that economic conditions require higher minimums for adequate protection. Notice of such additional insurance requirements shall be given by Lessor to Lessee in writing.

#### **ARTICLE VII – INDEMNITY**

A. General Indemnification – Lessee shall defend, indemnify, and hold Lessor, and its inhabitants, officers, employees and agents completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert witness fees), of any nature whatsoever arising out of or incident to this agreement and/or the use, occupancy, conduct, or management of the leased premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees, unless such injury, death, or damage is caused by the negligence of the Lessor.

The Lessee shall give to Lessor reasonable notice of any such claims or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations under this Article.

B. Lessee's Waiver of Workers' Compensation Immunity – The Lessee hereby expressly agrees that it will defend, indemnify and hold the City of Bangor, its inhabitants, officers, employees and agents completely harmless from any and all claims made or asserted by the Lessee's agents, servants or employees arising out of the Lessee's activities under this Lease. For this purpose, the Lessee hereby expressly waives any and all immunity it may have under the Maine Workers Compensation Act in regard to such claims made or asserted by the Lessee's agents, servants or employees. The indemnification provided under this paragraph shall extend to and include any and all costs incurred by the City of Bangor to answer, investigate, defend and settle all such claims, including but not limited to the City of Bangor's costs for attorneys fees, expert and other witness fees, the cost of investigators, and payment in full of any and all judgments rendered in favor of the Lessee's agents, servants or employees against the City of Bangor in regard to claims made or asserted by such agents, servants, or employees.

#### **ARTICLE VIII – DAMAGE BY FIRE OR OTHER CASUALTY**

Lessor is not required to insure the demised premises against loss by fire and the extended coverage usual in such insurance. In the event of destruction or damage of buildings owned by Lessor on the demised premises, or to any part thereof, and as often as the improvements shall be damaged by fire or other casualty, Lessor shall have the right, but not the obligation to rebuild and repair the building for occupancy. If Lessor elects not to rebuild and repair, it shall so notify Lessee within thirty (30) days or more expeditiously if possible of its decision. In the event the damages are of such extent as to reasonably prevent Lessee from operating within the demised premises, then Lessee shall have the right to terminate this Lease and shall notify Lessor within the aforementioned time period, and Lessee's obligation to pay rent as herein above provided shall terminate upon receipt of such notice by the Lessor and surrender of the premises by the Lessee.

#### **ARTICLE IX – RULES, REGULATIONS AND LAWS**

A. The premises herein leased are located upon the property of the Lessor and commonly known as Bangor International Airport. Therefore, the Lessee hereby agrees to obey and to cause all personnel employed by the Lessee to obey all municipal ordinances, and all State and Federal rules, regulations, or laws pertaining to the operation of said Airport and Lessee's use and occupancy of the demised premises. In addition, Lessee shall obey and observe all reasonable orders, rules and regulations of the Airport Director not inconsistent with this Lease or with the aforesaid rules and regulations which are uniform, and which apply equally to all tenants, invitees and users of the Airport and their employees.

B. Further, it is understood and agreed that Lessor retains a right for the passage of aircraft ("aircraft" being defined as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above the property above 342.4' MSL to an infinite height together with the right to cause in all airspace above the property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at, or taking-off from, or operating at or on the Airport and Lessee does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against Lessor due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking-off from or operating at or on the Airport. The Lessee specifically agrees to make no claims in any form for damages or reimbursements against the Lessor or against the United States Government for any reason or cause resulting from noise generated from Airport uses.

C. Lessee will not use or permit or suffer the use of the leased property in such a manner as to create electrical interference with radio communication between any installation upon the Airport and aircraft, or as to make it difficult for flyers to distinguish between Airport lights and others, or as to impair visibility in the vicinity of the Airport, or as otherwise to otherwise endanger the landing, taking off or maneuvering of aircraft.

#### **ARTICLE X – TAXES**

It is covenanted and agreed that all taxes and/or assessments, fees or charges of any kind whatsoever, as may be imposed during the term hereof, or any extension of the term of this lease, by any governmental authority upon the demised premises are the responsibility of the Lessor. It is expressly agreed that such taxes and assessments shall include all amounts levied as real estate or other property taxes upon the demised premises by the Lessor acting in its governmental capacity.

#### **ARTICLE XI – NONDISCRIMINATION**

Lessee for itself, its personal representatives, successor in interest and assigns, and as part of the consideration hereof, does hereby covenant and agree that: (1) no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin, or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the Lessee's use or occupancy of said demised premises; (2) in the construction of all improvements, buildings, structures, on, over or under such land and the furnishing of services thereon, no person or group of persons on the grounds of race, color, age, sex, handicap, or national origin or in any other manner prohibited by law, shall be excluded from participation in, denied the benefits of, or be otherwise subject to unlawful discrimination in the Lessee's use or occupancy of the demised premises; and (3) Lessee shall sue the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right, after failure of Lessee to rectify such breach within thirty (30) days after receipt of notice from Lessor, to terminate this Lease. Provided, however, that Lessor shall not have the right to terminate the Lease under this Article with respect to any complaint of discrimination which is pending final resolution or adjudication before any agency or court of the State of Maine or the United States.

#### **ARTICLE XII – COVENANT OF QUIET ENJOYMENT**

The Lessee, subject to the terms and provisions of this lease on payment of the rent, and observing, keeping and performing all their terms and provisions of the lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or rejection by the Lessor or any other persons.

#### **ARTICLE XIII – LIENS**

The Lessor and the Lessee agree that each will promptly discharge either by payment or by filing of the necessary bond or otherwise, any mechanics', materialmen's or other liens against the demised premises, or against any buildings, structures or improvements located thereon, which liens may arise out of any payment due for labor, services, materials, supplies or equipment which may have been furnished to or for the Lessor or the Lessee, respectively.

#### **ARTICLE XIV – MAINTENANCE AND REPAIRS**

Lessor shall, at its sole expense and cost, throughout the term hereof or any extension, keep and maintain the following in the demised premises: all fixtures, including electrical, doors, windows, floor and floor coverings, ceilings, walls, and interior paint surfaces in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this Article excepted.

A. Lessor shall, at its sole expense and cost, throughout the term hereof or any extension, keep and maintain the following in the demised premises: The building's major structural components: roof, structural walls, foundation, operating systems, including heating, plumbing, and electrical systems except fixtures, exterior paint surfaces in good order and repair, and in tenantable condition, damage by accidental fire and casualty and reasonable wear and tear, as defined in this Article excepted. Lessor will also be responsible for maintenance of parking areas, grounds landscaping, and snowplowing.

B. The phrase "reasonable wear and tear" as used in Paragraphs A and B of this Article as an exception to the obligations of the parties shall not be construed to relieve the parties of their responsibility for providing repairs of a routine and regular nature which may from time to time be necessary within their respective areas of responsibility, nor of the obligation to provide maintenance to the demised premises of a nature and degree ordinarily sufficient to prevent damage, breakdown, failures, malfunctions or disrepairs.

#### **ARTICLE XV – UTILITIES**

Lessor shall pay the cost of the following utilities furnished and consumed on the demised premises: electricity, fuel oil, and water and sewer user fees. Lessee accepts all utility fixtures as they now exist. Lessor shall be responsible for trash removal and disposal.

#### **ARTICLE XVI – REMOVAL OF PROPERTY**

A. Ownership of permanent improvements to the demised premises, which may from time to time be made by Lessee that are affixed to the property and are an integral part of the operating systems of the structure as opposed to movable personal property, shall automatically vest in the Lessor as a consideration of the lease and rental schedule.

B. Any movable personal property that may be located, erected or installed on the demised premises by Lessee from time to time during the term of this Lease shall remain the property of the Lessee, and, upon termination or expiration of this Lease, Lessee shall have the right to remove the same from the demised premises within thirty (30) days of said termination. Any such property not so removed within thirty (30) days from the date of termination, shall become the property of the Lessor be disposed of in such way as the Lessor may deem fit. In the event Lessee elects to remove said non-permanent improvements and other personal property, the demised premises shall be returned as near as possible to their original condition existing at the commencement of this Lease, damage by accidental fire and casualty and reasonable wear and tear excepted.

C. In the event Lessee shall fail to remove any non-permanent improvements or other personal property within thirty (30) days from the date of termination or final expiration of this Lease, Lessor shall be entitled to recover from the Lessee, Lessor's reasonable costs incurred in removing or disposing of such non-permanent improvements or personal property. In such event, there shall be deducted from Lessor's costs the fair value to the Lessor actually realized from sale, use or other disposition of the particular improvements or personal property concerned.

#### **ARTICLE XVII SURRENDER OF POSSESSION**

Subject to the provisions contained in Article XVI, the Lessee shall, upon the termination of this Lease, surrender the quiet and peaceable possession of the demised premises.

### **ARTICLE XVIII – UNITED STATES RIGHTS**

It is understood and agreed that title to the leased premises is in the City of Bangor, provided, however, that the leased premises are a part of Bangor International Airport and that this lease is specifically made subject to any rights the United States of America or any agency thereof may have under any regulation, law, deed or other existing Agreement in or to the leased premises. Should the United States of America or any agency thereof exercise any such rights in or to said premises, the exercise of such right or rights shall not be considered to be a breach by the City of any covenant or obligation hereunder. If the exercise of such right or rights by the United States of American or any agency thereof makes impractical in Lessee's sole opinion Lessee's intended use of said premises, then Lessee shall have the right, at its sole option, to terminate this Agreement without further obligation to the Lessor except for such obligations as shall have been incurred and accrued prior to the exercise of said option.

### **ARTICLE XIX – TERMINATION**

It is covenanted and agreed that:

- (1) If the Lessee shall neglect or fail to pay the rent or other charges payable hereunder and such default shall continue for a period of ten (10) days after written notice thereof by Lessor; or
- (2) If Lessee shall neglect or fail to perform or observe any of the other covenants, terms, provisions, or conditioned on its part to be performed, or observed, and such neglect or failure shall continue for a period of thirty (30) days after written notice thereof by Lessor, or if such covenants, terms, provisions or conditions cannot be performed or observed within said thirty (30) day period, if Lessee fails to diligently prosecute the curing the such neglect or failure; or
- (3) If the estate hereby created shall be taken on execution or by other process of law; or
- (4) If any assignment shall be made of the property of the Lessee for the benefit of creditors; or
- (5) If a receiver, guardian, conservator, or trustee in bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of the Lessee's property by a Court of competent jurisdiction; or
- (6) If a petition shall be filed for a reorganization of the Lessee or if the lessee shall file a petition for reorganization or for arrangements under any provision of the Bankruptcy Act now or hereafter enacted.

THEN, IN ANY OF SAID CASES OUTLINED ABOVE (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the Lessee may be considered in default hereunder, and the Lessor lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant. Upon such entry, this Lease shall terminate, and the Lessee shall be liable to pay as rent, amounts equal to the several installments of rents and other charges reserved as would have become due under this Lease if this Lease had not been terminated or if the

Lessor had not entered or reentered as aforesaid. Notwithstanding the foregoing, Lessee's liability shall not exceed the difference, if any, between the rental which would have been due had there been no such termination, and the amount being received by Lessor as rent from any new tenant or occupant of said premises. In order to mitigate Lessee's damage hereunder, Lessor agrees to make every reasonable effort to secure subsequent tenants, at a rental equal to the then prevailing local rate for the demised premises.

#### **ARTICLE XX ATTORNEY'S FEE**

The Lessee shall pay to the Lessor a reasonable attorney's fee in the event the Lessor employs an attorney to collect any rent due hereunder and secures a judgment in connection with collection of said rent, or legal process is levied upon the interest of the Lessee in the Lease or in said premises, or in the event Lessee violates any of the terms, conditions or covenants on the part of the Lessee herein contained, provided also that Lessee shall have failed to promptly correct the violation of any term, condition or covenant after receipt of notice that it is in violation thereof.

In the event Lessor employs its City Solicitor or an assistant solicitor to collect rents or otherwise protect Lessor's interests under this Lease, "reasonable attorneys fees" under this Article shall mean the reasonable cost of services provided by Lessor's Solicitor or assistant solicitor, at the rate charged for similar services by private attorneys in the Bangor area.

#### **ARTICLE XXI – ASSIGNMENT, SALE AND SUBLETTING**

The Lessee shall not at any time assign, sell, convey or transfer this Lease or any interest therein, or sublease or sublet or rent the premises, or any part thereof, without the prior written consent of the Lessor. In the event of an approved sublease, all provisions of this Lease shall extend to, bind and inure to the benefit of not only the Lessor and Lessee but also their successors and assigns.

Lessee shall have the right to assign this Lease to any corporation with which it may have become merged, consolidated, or otherwise associated, or to any corporation or holding company having the controlling interest in the Lessee, or to any corporation which may be a subsidiary of the Lessee. In no event, however, shall the Lessee named herein be relieved from any obligations under this Lease by virtue of any such assignment or subletting.

#### **ARTICLE XXII – AUTHORITY TO ENTER INTO AGREEMENT**

The Lessor hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations for the purposes of authorizing the execution of this agreement and that execution of this agreement by the City of Bangor City Manager renders this agreement a valid and binding document of the part of the Lessor and that the same is fully enforceable in all of its terms and conditions by the Lessee.

Lessee hereby represents and warrants that it has taken all necessary procedural and legal steps as required by federal, state, and local laws and regulations, and all necessary corporate action to authorize the execution of this agreement by its undersigned corporate officers and that upon such execution this agreement is a valid and binding document of the part of the Lessee and that the same is fully enforceable in all of its terms and conditions by the City of Bangor.

#### **ARTICLE XXIII – WAIVER**

Failure on the part of the Lessor to complain of any action or nonaction on the part of the Lessee no matter how long the same may continue, shall never be deemed to be a waiver by the Lessor of any of Lessor's rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of

the provisions hereof by Lessor, shall be construed as a waiver of any other provisions hereunder, and that a waiver at any time of any of the provisions hereof shall not be construed at any subsequent time as a waiver of the same provisions. The approval of Lessor of any action by the Lessee requiring the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval of any subsequent similar act by the Lessee.

#### **ARTICLE XXIV NOTICES**

Notices to the Lessor provided for in this Lease shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid to:

Airport Director, Bangor International Airport, 287 Godfrey Boulevard, Bangor, Maine 04401.

Notices to Lessee are to be sent by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Phillip Lander, Owner-President & CEO  
Lander Group, LLC.  
154 Maine Street  
Bangor, Maine, 04401

Or to such other respective addresses as the parties may designate to each other in writing from time to time.

#### **ARTICLE XXV – INVALIDITY OF PARTICULAR PROVISIONS**

If any term or provisions of this Lease or the application thereof to any person or circumstances is hereafter determined to be to any extent invalid or unenforceable, the remainder of this Lease or the application of such terms and provisions to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and such term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

#### **ARTICLE XXVI – CONSTRUCTION**

The headings appearing in the Lease are intended for convenience and reference only, and not to be considered in construing this Lease.

#### **ARTICLE XXVII – NO PARTNEERSHIP OR JOINT VENTURE CREATED**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent or of partnership or of joint venture between the parties, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein nor any acts of the parties shall be deemed to create any relationship between the parties other than the relationship of landlord and tenant.

#### **ARTICLE XXVIII – GOVERNING LAW**

This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine, as the same may from time to time exist.

#### **ARTICLE XXIX – AMENDMENT TO LEASE**

This Lease contains all the terms and conditions between the parties hereto and no alterations, amendments or additions hereto shall be valid unless in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

**CITY OF BANGOR**

Date: \_\_\_\_\_

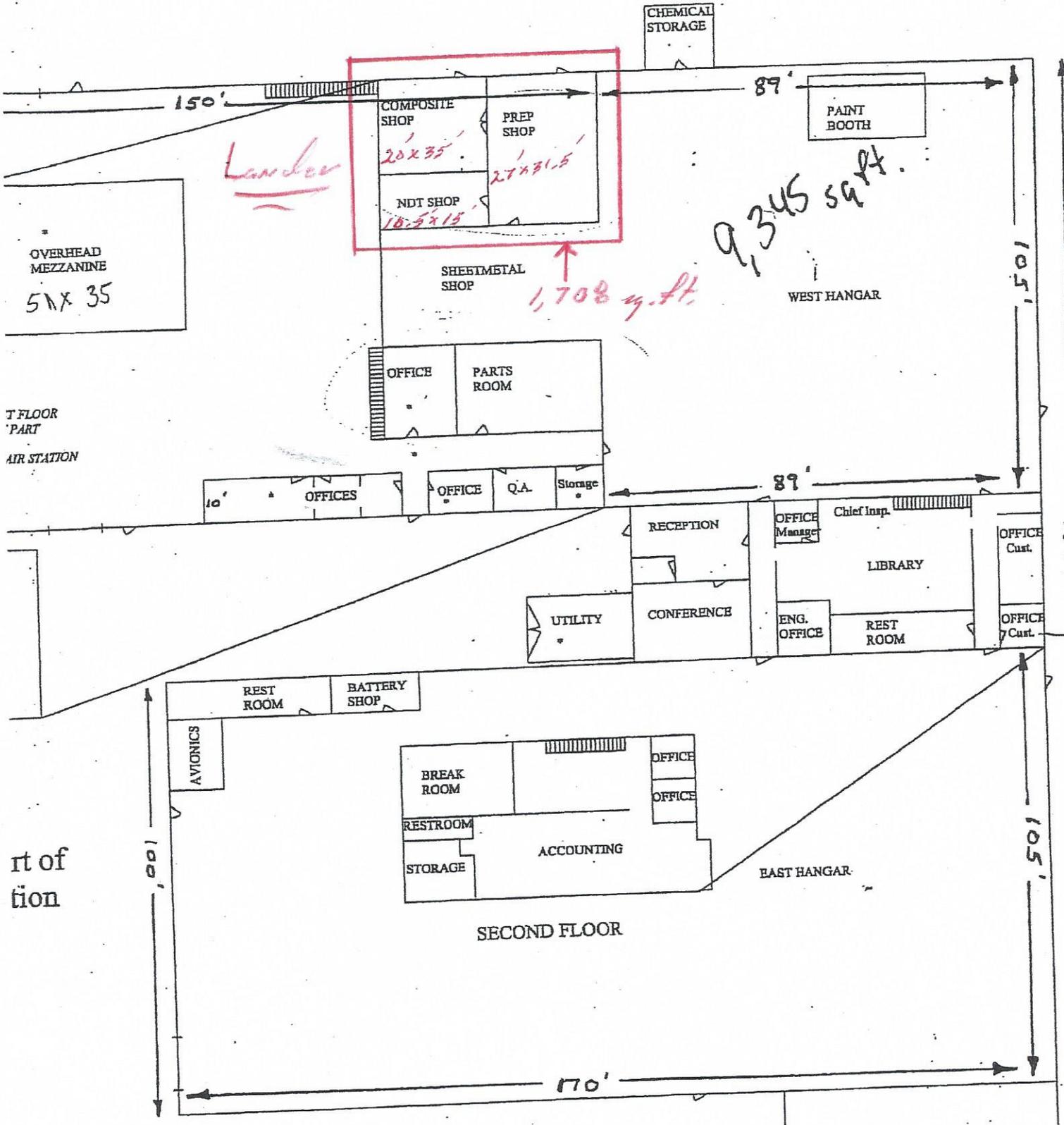
\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Catherine Conlow  
Its: City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
  
Phillip Lander  
Owner-President & CEO



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## MEMORANDUM

To: Airport Committee

From: Tony Caruso, Airport Director

CC: Cathy Conlow, City Manager

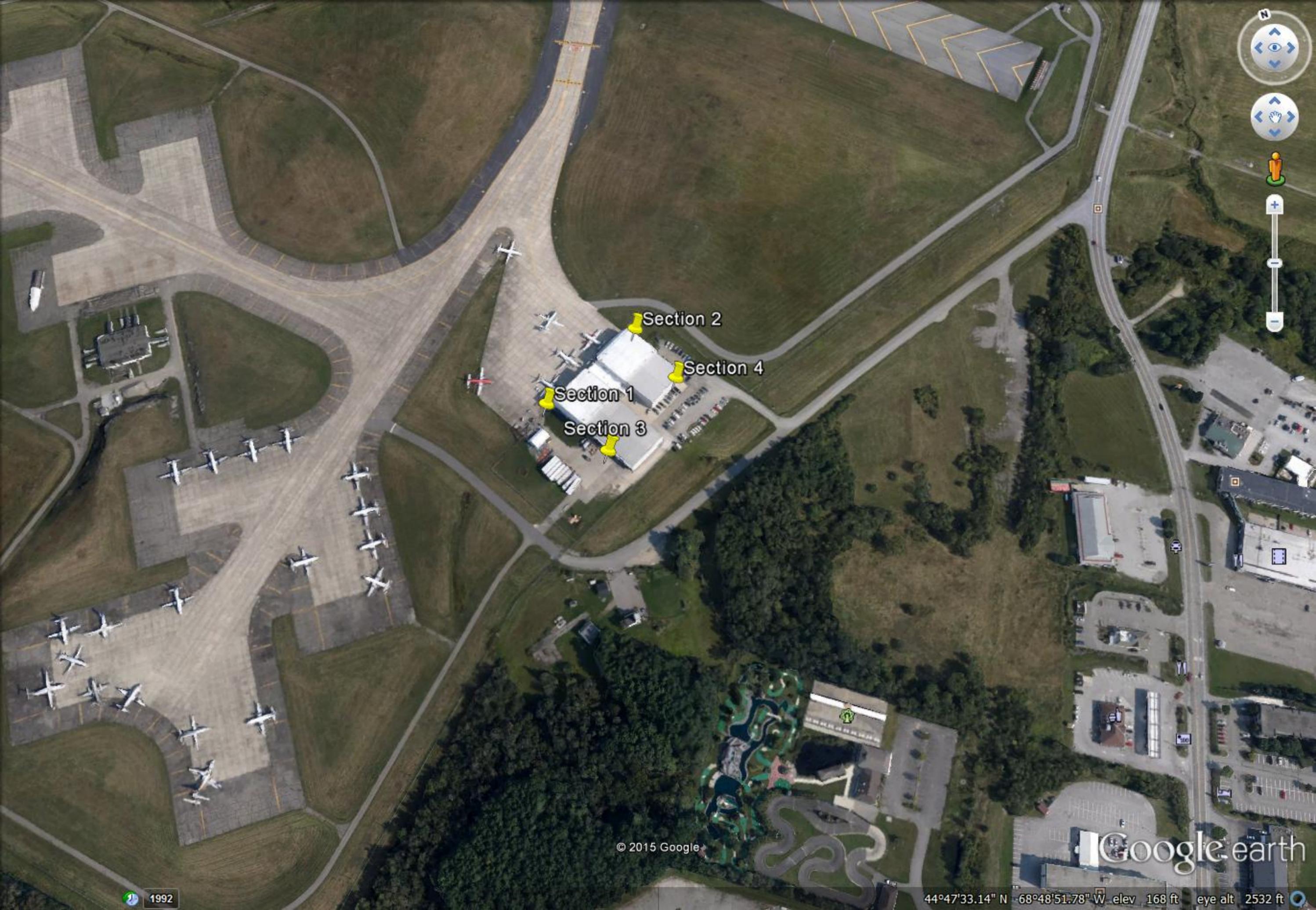
Re: LifeFlight of Maine, LLC. lease

Date: May 5, 2015

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The Airport is requesting Airport Committee approval of a new lease agreement between the City of Bangor and LifeFlight of Maine, LLC. LifeFlight is in the process of expanding their fleet of aircraft and consolidating operations, and they desire to lease a majority of the Hangar #600. This will include over 17,000 sq ft of hangar space and over 7,000 sq ft of office space. As part of this expansion, they wish to make improvements to the facility. This includes items such as adding restrooms, upgrading existing restrooms, improving the HVAC system, improving the IT infrastructure in this facility, upgrading and adding required stairs (per City code), and making improvements to the fire suppression system. The new lease agreement outlines the list of improvements that are approved that will mutually benefit both Parties. The new lease agreement also outlines a ten (10) year term, with a five (5) renewal term, with rental credits during Years 1 through 5 for approved facility upgrades. Annual revenues from this new lease are estimated at over \$75,000 for Years 1-5, and over \$95,000 for the following years.

A copy of the draft lease agreement will be provided at the meeting for your review. This lease has been reviewed by City Legal. All documents shall be in final form as approved by the City Solicitor or Assistant City Solicitor. The Airport respectfully submits this for Airport Committee review and recommends approval.



Section 2

Section 4

Section 1

Section 3

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Google earth

1992

44°47'33.14" N 68°48'51.78" W elev 168 ft eye alt 2532 ft