

FIRST AMENDMENT TO INDENTURE OF LEASE

This Amendment to Office Lease, executed in duplicate, is made and entered into this ____ day of _____, 2015 by and between the **City of Bangor and the State of Maine, Department of Administrative & Financial Services, Bureau of General Services on behalf of the Maine Department of Public Safety.**

WITNESSETH:

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

WHEREAS, the City of Bangor and the Department. are parties to an Office Lease dated March 13, 2013 (Lease # 22016) wherein the Department leases a certain commercial office building and commercial garage for use as specifically described therein, from the City of Bangor; and

WHEREAS, the Department desires to lease a communications tower located adjacent to the commercial office building from the Lessor for use as specifically described herein,

NOW, THEREFORE, the parties agree to amend the Office Lease by and between the parties dated March 13, 2013 as follows:

By adding the following at the end of Article 1: LEASED PREMISES, section (b):
a communications tower located adjacent to the commercial office building, as depicted on the attached Exhibits J and K.

By adding the following at the end of Article 2: TERM, section (a):
The term of the communications tower lease shall coincide with the lease term length of the office and garage.

By adding the following at the end of Article 3: RENTAL, section (b):
The rent for the communications tower shall be \$50 per month, for an annual rent of \$600.

By adding the following at the end of Article 3: RENTAL, section (c):
In addition, the Department shall be responsible for electricity and all lighting and communications equipment associated with the use of the communications tower. The Department shall also be responsible for obtaining all certifications, authorizations and licenses for use of this tower. Rental for the communications tower shall not commence until the communications tower is operational.

By amending Article 4: RENEWAL by inserting the words “per square foot” between “\$0.50” and “each.”

By adding the following at the end of Article 8: COVENANTS OF DEPARTMENT:
(k) Obtain approval from the Lessor prior to installation of any lighting, communications equipment and other materials for the purposes of meeting FAA regulations.

Department is also responsible for obtaining all necessary permits required for local, state, and Federal laws, regulations, and other requirements.

In all other respects the Office Lease between the parties remains in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this ___ day of ____, 2015.

DEPARTMENT OF PUBLIC SAFETY

Witness

By:
Its:

CITY OF BANGOR

Witness

By: Catherine M. Conlow, City Manager
Its: City Manager