

GROUND LEASE AGREEMENT

(1429 Atlantic Highway and Horse Jockey Lane, Northport, ME)

This Lease Agreement is hereby made and entered into on this _____ day of _____, 2024, by and between the Town of Northport, Maine, a municipal corporation with a principal place of business at 16 Beech Hill Road, Northport, Maine 04849, hereinafter referred to as "Lessor" and Biddeford Internet Corp, d/b/a GWI, a Maine corporation with a principal place of business at 43 Landry Street, Biddeford, ME 04005, hereinafter referred to as "Lessee".

SECTION ONE Term/Rent/Taxes

The term of this Lease Agreement shall be for a period of Fifty (50) years from the date of execution commencing on January 1, 2024. Payments for the term of this Lease Agreement shall be monthly in advance during calendar year 2024 in the amount of \$175.00 per month. During each successive year of the lease, the monthly lease payment shall be adjusted by the annual percentage change in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average during the calendar year preceding the most recent calendar year of lease payments. For example, the monthly lease payment during calendar year 2025 shall be \$175.00 adjusted by the percentage change in CPI-U during calendar year 2023, and the monthly lease payment during calendar year 2026 shall be the amount of the 2025 monthly lease payment adjusted by the percentage change in CPI-U during calendar year 2024.

Lessee shall pay all *ad valorem* real property taxes for the Leasehold interest hereby granted, as the entity with exclusive possession of the Leasehold Premises, together with any personal property taxes that may be assessed during the Term of this Ground Lease Agreement.

SECTION TWO Quiet Enjoyment

Lessor covenants that in paying the rent and performing the covenants contained in this Ground Lease Agreement, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed upon term and any successive terms.

SECTION THREE Description/Use of Premises

The Leasehold Premises is a portion of the Property of the Lessor located at the corner of 1429 Atlantic Highway and Horse Jockey Lane, which was obtained by deed dated April 1,

1981, and recorded in Book 787 Page 192 of the Waldo County Registry of Deeds. The Property is depicted on Tax Map U01 as Lot 01. The Leasehold Premises shall be for the use of infrastructure to support the delivery of broadband services, and subject to the use, development, restrictions and conditions, as follows:

- i. A concrete pad measuring 20 feet x 12 feet, with a storage building to be constructed thereon to provide broadband service functions, with crushed stone under and surrounding said storage building;
- ii. Propane tanks adjacent to said storage building;
- iii. A generator pad with generator, approximately 3 feet x 5 feet, also to be placed generally adjacent to said storage building;
- iv. A gravel driveway approximately 18 feet wide, running from Horse Jockey Lane to the storage building, which shall remain gravel and not pavement as a finished surface;
- v. Lessee shall keep the driveway in a good and serviceable condition, including plowing during the winter months to a level such that it is accessible for all emergency equipment such as fire trucks, at its sole expense;
- vi. The right to install and maintain underground conduit running from the storage building to CMP, Pole # 1, provided that Lessee shall also obtain the right to cross any private property to access Pole # 1, provided that all disturbed areas shall be restored to the surface condition that existed prior to installation;
- vii. Together with the right to cut trees and brush sufficient for the installation, repair and maintenance of the facilities described above, including keeping the canopy sufficiently clear for existing overhead power/utility lines that cross the Property, which shall be done in consultation with the Northport Road Commissioner and Code Enforcement Officer;
- viii. There shall be no use of the Leasehold Premises other than the uses described above; for clarity, there shall be no use of the Leasehold Premises as a retail or customer service facility for its customers, and there shall be no overnight accommodations or residential use of the Leasehold Premises;
- ix. Nothing in this Ground Lease Agreement shall limit or prohibit the Lessor from making its own improvements to and on portions of the Property that are not subject to this Ground Lease Agreement;
- x. Lessor shall at all times enjoy passage by pedestrian or vehicular use over the Leasehold Premises' driveway, for the purpose of accessing the Property retained by Lessor; and,
- xi. Lessee shall not unreasonably disturb Lessor's, or its successors or assigns, use and enjoyment of the Property retained by Lessor.

All improvements and clearing of the Leasehold Premises shall be done at the sole expense of the Lessee, and Lessee shall obtain all Town and State of Maine permits as may be required prior to commencement of activities for which permits are required. Nothing herein shall be construed as a permit or waiver of any permit required by Town or State ordinance, law or rule. Upon completion of construction, Lessee shall provide Lessor with notice to allow for

inspection and memorializing the completed Leasehold improvements.

The Leasehold Premises are depicted on the sketch attached hereto in **Exhibit A**, and for clarity the parties hereby acknowledge that the entirety of the Leasehold Premises is depicted on **Exhibit A**.

**SECTION FOUR
Reservation of Rights**

Lessor hereby reserves all statutory rights of entitlement and condemnation pursuant to 30-A M.R.S. §3101. Additionally, should the Horse Jockey Lane public right of way need to be improved, maintained, ditched or otherwise alter the present travelled surface, Lessor reserves the right to do so, with or without notice to Lessee, and without unreasonable impact or obstruction to the Leasehold Premises.

Lessor reserves all right title and interest on the Property, except for the area of the Leasehold Premises, for its own purposes so long as the Leasehold Premises is not unreasonably impacted or obstructed.

**SECTION FIVE
Notices**

All notices under this Ground Lease Agreement shall be in writing and shall be effective when delivered personally to the other Party, and Lessee shall at all times advise Lessor of any change of its address.

**SECTION SIX
Insurance/Indemnification**

The Lessee shall indemnify and hold harmless the Lessor, its Officers, Officials and employees from all claims, demands, causes of action, loss or judgments, including attorney fees that result from or are in any way related to the Lessee's use, occupation or possession of the Leasehold Premises.

Lessee shall insure the Leasehold Premises under a General Commercial Liability insurance policy which shall name the Lessor as an additional insured on the Policies. Lessee shall annually provide the Lessor with a Certificate of Insurance of Declarations Page demonstrating that coverage is in place in the amount of not less than One Million (\$1,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars in the aggregate. The Lessor reserves all rights of immunity available under the Maine Tort Claims Act and Maine law.

**SEVEN
Binding Effect and Assignment**

The covenants and conditions contained in this Lease Agreement shall apply to and bind the parties and all covenants are to be construed as conditions of this Lease.

To be effective and binding on the Lessor, this Ground Lease Agreement must be approved and ratified by the residents at a Northport Annual or Special Town Meeting.

There shall be no assignment of this Ground Lease Agreement by the Lessee, except upon written approval by the Lessor, which shall not be unreasonably refused. Lessor shall make such assignment or sale of the Leasehold Premises, or the retained Property, as it may wish to do at any time and in its sole discretion, without permission of Lessee.

SECTION EIGHT
Governing Law

This Ground Lease Agreement shall be governed by, construed, and enforced, in accordance with the laws of the State of Maine. Any dispute as to the use of the Leasehold Premises, and the terms and conditions of this Ground Lease Agreement, shall be resolved in the Waldo County Superior Court.

SECTION NINE
Entire Agreement

This Ground Lease Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Ground Lease Agreement shall not be binding upon any party except to the extent incorporated in this Lease Agreement.

SECTION TEN
Modification of Agreement

Any modification of this Ground Lease Agreement or additional obligation assumed by any party in connection with this Lease Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

SECTION ELEVEN
Recordation

After approval by the voters of the Town of Northport, the parties shall record this Ground Lease Agreement in the Waldo County Registry of Deeds pursuant to 33 M.R.S. §201 et seq.

SECTION TWELVE
Right of Inspection

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this lease and any renewal of this lease to enter the demised premises to inspect the premises and all building and improvements on the premises for any purpose connected with the repair, care, improvement, and management of the demised premises or for any other purpose reasonably

connected with Lessor's interest in the demised premises and to perform any work or other act found necessary on such inspection.

SECTION THIRTEEN
Surrender of Premises

At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as they were at the commencement of this lease, reasonable use and wear and damages by the elements excepted; PROVIDED, HOWEVER, Lessor may elect to retain any or all improvements existing on the Leasehold Premises, in its sole discretion and without cost to Lessor, by exercising said election by a writing to Lessee, its successors or assigns.

SECTION FOURTEEN
Default

If Lessor defaults in the payment of rent, or any part of the rent, at the time specified in this lease, or for any material or substantial default, or repeated minor default, by Lessor is made in the performance of or compliance with the terms or conditions of this Ground Lease Agreement, then at the option of Lessor, this Ground Lease Agreement shall terminate and be forfeited, and Lessor may immediately reenter the Leasehold Premises, secure the Leasehold Premises, and remove all persons from the premises, and thereafter, all improvements and infrastructure located on the Leasehold Premises shall inure to the sole benefit and ownership of Lessor without further action or notice. Lessee shall be given written Notice to Cure of any default or breach with an opportunity to cure within 30 days of the Notice to Cure. Termination and forfeiture of this Ground Lease Agreement shall not result if Lessee has corrected the default, or has taken action reasonably likely to affect such correction within a reasonable time, within said 30-day cure period.

Lessee shall reimburse Lessor for all legal fees associated with preparation and prosecution of a Notice to Cure and for the prosecution of a Forcible Entry and Detainer action, if necessary for Lessor to obtain possession after a default has remained uncured as described above.

SECTION FIFTEEN
Abandonment

If at any time during the term of this lease, Lessee abandons the Leasehold Premises by giving Lessor at least 90 days written notice or if the Leasehold Premises is not in use or serviced for a period of 180 consecutive days, it shall be deemed a mutual termination of this Ground Lease Agreement. Lessor shall have the right to enter the demised premises by any means without liability for any prosecution for such entering, and without liability to Lessee for trespass, or damages, or for any loss or payment of any kind. Lessor may relet the demised premises or any part of the demised premises for the whole or any part of the then unexpired

term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Ground Lease Agreement during the balance of the unexpired term, if this lease had continued in force, and the rent for such period realized by Lessor by means of such reletting.

If Lessor's right of reentry is exercised following abandonment of the premises by Lessee, then Lessor shall consider all improvements, including but not limited to all buildings, tanks, conduit, cement pads, and gravel, together with any personal property belonging to Lessee and left on the premises to have been abandoned, in which case all improvements and personal property shall become the sole property of the Lessor, and Lessor may dispose of all such real, mixed and personal property and in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so, without further notice to Lessee as may be required by Maine statutory law.

In Witness whereof, each party to this Ground Lease Agreement has caused this instrument to be executed at Northport, Maine on the date indicated below.

Dated this _____ day of _____, 2024

LESSOR: TOWN OF NORTHPORT, MAINE

Witness

By: James Kossuth, Town Administrator

STATE OF MAINE

COUNTY OF WALDO, SS

_____, 2024

Then personally appeared the above-named James Kossuth, Administrator of the Town of Northport and gave oath and acknowledged the foregoing instrument to his free act and deed in his said capacity and the free act and deed of the Town of Northport, Maine.

Before me,

Notary Public / Attorney at Law

Printed Name

My Comm. Exp. _____

LESSEE: GWI, INC.

Witness

By: Kereem Durdag, CEO, Duly Authorized

STATE OF MAINE
COUNTY OF _____, SS _____, 2024

Then personally appeared the above-named Kereem Durdag, Chief Operating Officer of GWI, Inc., and gave oath and acknowledged the foregoing instrument to his free act and deed in his said capacity and the free act and deed of GWI, Inc.

Before me,

Notary Public / Attorney at Law

Printed Name

My Comm. Exp. _____

Exhibit A

