

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between **Kathleen Salminen Bailey**, an individual, having an address at 55 Holmes Brook Lane, Winthrop, Maine 04364, hereinafter referred to as "Landlord," and **Maine RSA #1, Inc.**, a Maine corporation, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of 0 Vinal Street located in the Town of Rockport, County of Knox, State of Maine legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions: 100' x 100'

Approximate square footage: 10,000

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

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- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's

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- title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.
- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of [REDACTED] within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional [REDACTED] no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
- d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement and utility easement fifty (50) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and to the nearest suitable utility company-approved service connection points (the "Access and Utility Easement"); the land underlying the Access and Utility Easement is referred to herein as the "Easement Parcel," which Easement Parcel is further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easement granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcel,
- b. The right to improve an access road within the Easement Parcel,
- c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Easement Parcel,
- d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
- (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and

Site Name: CW Rockport

Site Number: 444555

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD: Kathleen Salminen Bailey

TENANT: Maine RSA #1, Inc.

By: Kathleen Salminen Bailey

By: J. W. Baenke

Printed: Kathleen Salminen Bailey

Printed: Jeffrey W. Baenke

Title: owner

Title: Vice President

Date: 7/12/19

Date: AUG 06 2019

Form approved at
USCell by mfj

