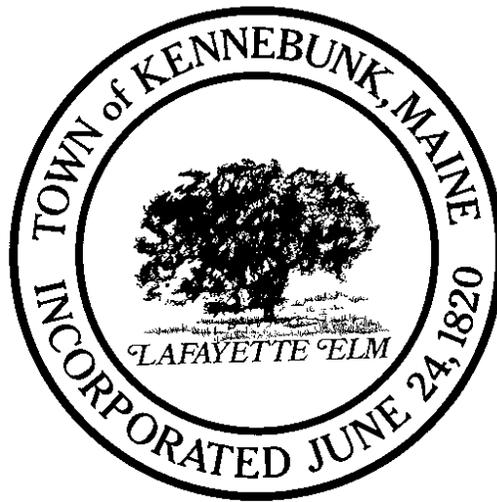


**Town of Kennebunk
Special Town Meeting**

**This is not a referendum vote.*

Voting is done in person, and not in a booth.



**TUESDAY
AUGUST 26, 2025**

5:30 PM

**3rd Floor, Town Hall
1 Summer St.**

INCLUDED IN THIS GUIDE

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**WARRANT FOR SPECIAL TOWN MEETING
TOWN OF KENNEBUNK
AUGUST 26, 2025**

To Linda Johnson, a resident of the Town of Kennebunk, you are hereby required to notify and warn the inhabitants of the Town of Kennebunk, County of York and State of Maine, qualified by law to vote in Town affairs, to assemble on the 3rd floor of Town Hall, 1 Summer St., Kennebunk ME on Tuesday, August 26, 2025, A.D., at five thirty (5:30) pm then and there to act on the following articles:

ARTICLE 1: To choose a Moderator to preside at said meeting.

ARTICLE 2: To see if the Town will vote to authorize the Select Board to: (i) grant a permanent easement over a portion of town-owned property located between Beach Avenue and Gooch's Beach to Jay and Sara Schwister, the owners of the property located at 84 Beach Avenue (Map 92, Lot 104) for the sole purpose of reconstructing and maintaining a portion of an existing concrete seawall thereon, provided that such reconstruction and maintenance shall be subject to all town and state laws, ordinances, and regulations, (ii) grant a temporary construction easement to Jay and Sara Schwister to allow contractors and their equipment to temporarily enter other portions of town-owned property for the purpose of completing the aforementioned seawall reconstruction, and (iii) execute any additional documents deemed necessary for such purposes.

ARTICLE 3: To see if the Town will vote to authorize the Select Board to: (i) execute an agreement entitled "Wireless Telecommunications Facility Lease Agreement," by and between the Town and Wireless Edge Towers III, LLC, in a form substantially similar to that which is provided in advance of town meeting, which relates to property owned by the Town located at 0 Factory Pasture Road (Parcel 052-044); and (ii) take all other actions, including but not limited to the execution of additional real estate documentation, that are reasonably necessary to facilitate the execution of said lease.

HEREOF FAIL NOT to make due service of this warrant and return of your doings thereon, at the time and place of said meeting.

GIVEN UNDER OUR HANDS at Kennebunk, Maine in the County of York and State of Maine on August 12 in the year of Our Lord Two Thousand and Twenty-Five.









A majority of the Municipal Officers of
Kennebunk, Maine.

ATTEST: A True Copy

Merton Brown, Town Clerk

RESIDENT'S RETURN

Pursuant to the within warrant, to me directed, I have notified and warned the Inhabitants of the Town of Kennebunk, in the County of York and State of Maine, qualified by law to vote in Town affairs, to assemble at the time and place and for the purpose within named by posting on the 13th day of August 2025 one attested copy of the within warrant in the Town Hall Lobby and on the Town's website (www.kennebunkmaine.us), all being public and conspicuous places in the Town of Kennebunk, Maine.

Linda Johnson, Kennebunk Resident

Article 2: Grant of an Easement at 84 Beach Avenue

Grant an Easement at 84 Beach Avenue – Staff have been working with the property owners (Jay & Sara Schwister) of 84 Beach Avenue (Map 92 Lot 104) regarding stabilization of concrete wall along the common property line. This effort has revealed that the wall is situated along both Town and private property. The property owner wishes to undertake a replacement of the wall and conduct this work in early fall. This would request the granting of an easement to allow the wall to remain in its current location and reconnect to the existing wall system along Beach Avenue, as well as allow for a temporary construction easement related to the work being done while the wall is replaced or maintained.

The property owner wishes to commence this work in early fall to minimize winter construction impacts and avoid spillover into the summer season. Environmental permits from MaineDEP constrain the limits of this work. In order for the Town to grant the easement and accommodate this timing request, the property owner is requesting that the Town hold a Special Town Meeting to discuss and act on this request.

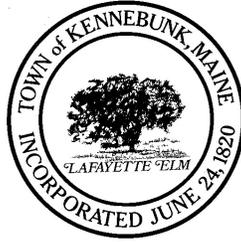
Legal counsel and the Town Clerk have each opined on this matter and found that this does not require a secret ballot vote and could be held within a two week period. The Town Engineer has prepared a detailed memorandum providing more information about the situation and will be available to answer any questions. There is no financial obligation to this Town as a result of this proposal.

The Select Board recommends a vote of 5 in favor, 0 opposed, 2 absent.

[View supporting material - Memo from Town Engineer/Special Town Meeting Request \(PDF\)](#)

Town of Kennebunk, Maine

Christopher J. Osterrieder, P.E.
Director of Community Development // Town
Engineer



Lee Jay Feldman
Deputy Director of Community Development

MEMO

To: Bryan Laverriere, Town Manager

From: Christopher J. Osterrieder, P.E.
Director of Community Development // Town Engineer

Date: August 7, 2025

Re: 2024.01 – Request to schedule a Special Town Meeting to Grant an Easement for a property located 84 Beach Avenue (Map 92 Lot 104)

Background

Since the January storms of 2024, staff have been evaluating a suite of solutions to address the vulnerability of the coastal areas affected by the storms of January 2024 and future possible events. Part of this effort involved field evaluation after the storm event, participating in discussions with regulatory authorities about temporary stabilization efforts and long term solutions, as well as obtaining ground level topographic and boundary survey information.

Various property owners have been able to work in conjunction with the Town to advance improvements to properties without any direct financial involvement from the Town. One notable example is the restoration of the KBIA playground facility. While this work was undertaken and funded through KBIA, the Town did allow for some blending of work on adjacent town owned property (a dune area) that provided an opportunity to restore the facility to a similar service level prior to damage from the storms of January 2024. That approach has been successful and will be critical as any future coastal management efforts are undertaken.

Town staff have also had to collaborate with property owners in instances where public infrastructure has been subject to wave action and the functional capability has been diminished. These situations are unique in that they represent instances where there may not be direct damage that initiates FEMA funding eligibility, but the remnant infrastructure may not be capable of functioning to pre-storm conditions.

Current Situation

Currently there is a property located at 84 Beach Avenue that has direct shared infrastructure with the Town that includes a stretch of concrete wall at the easterly end of the steel sheet pile wall installed in 2021 and extending approximately 260 east. This area is along the property of 84 Beach Avenue and involves a portion of concrete wall (approximately 180 feet) that was subject to scour from wave action and timber wall (the remaining 80 feet) that was washed away as result of the storms.



The concrete wall was conveyed to the Town of Kennebunk as part of the transfer of the beach back in 2009. This wall experienced some limited scour, but did not incur direct damage that compromised it during the January 2024 storms and was not identified as a damaged infrastructure asset by Town Staff or FEMA.

Town Staff have had an existing conditions and boundary survey performed of the area as part of the restoration from the January 2024 storms and that survey revealed that the concrete wall was located partially on Town property (the beach) and partially on the property of 84 Beach Avenue.

The property owner desires to replace the wall and that requires a few things to occur:

1. the Town would need to release any claim to the wall (it would be considered a depreciated infrastructure asset)
2. The replacement wall needs to integrate into the current steel sheet pile wall along Beach Avenue and this needs to hold the same alignment to optimize the function and structural interface

3. The elements of the reconstruction of the wall will temporarily impact the beach area (excavation, foundation forms and work zone containment)

Current Request

The Town Charter requires the Legislative Body (Town Meeting) approval to grant any easements. The granting of an easement is not an item that must be acted upon by secret ballot and thus could be approved by an open Town Meeting. The property owner is seeking to conduct this work during early fall to take advantage of more favorable conditions and avoid spillover into the summer season.

Given that there is no financial burden to the Town by granting this easement, nor any depreciation in use or function of the beach, the property owner has requested that the Town hold a Special Town Meeting to seek permission for the Town to grant an easement to replace the concrete wall in the same location and to grant an approximate 50 foot by 280 foot construction easement.

Should the Select Board support this request, the Town Clerk has indicated that a meeting could be arranged for **August 26, 2025, at 5:30 PM.**

I will be available to discuss this proposal and answer any questions at the August 12, 2025, Select Board meeting.

Please call me at 207-985-2102 (x1337) if you have any questions.

Article 3: Town Leasing its Property at (unaddressed) Factory Pasture Lane to Cell Tower Company Wireless Edge Towers III, LLC

Discuss the Town Leasing its Property at (unaddressed) Factory Pasture Lane to Cell Tower Company Wireless Edge Towers III, LLC – The Town has negotiated terms of a proposed land lease agreement with Wireless Edge Towers III, LLC. The agreement provides the lessee the opportunity to construct a communication tower and sublease the vertical locations for commercial users. The lease also stipulates the top location on the tower for equipment serving Town public safety purposes. The lease terms specify the legal and financial rights between the Town and lessee, but any other project characteristics will go through the permitting and construction processes as set forth in the Town's local ordinances and as is regulated by the relevant State and Federal authorities.

At the request of Wireless Edge Towers III, LLC, a Special Town Meeting is requested to vote on the lease. The purpose of this accelerated schedule is to enable Wireless Edge Towers III, LLC to secure agreements with commercial carriers in the current budget year.

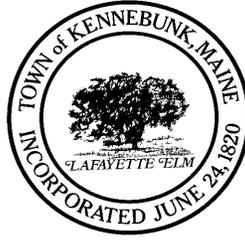
If this item is moved to a Special Town Meeting in August, a neighborhood meeting for the project is recommended for Tuesday, August 19, from 5:00-7:00pm at the Town Hall.

The Select Board recommends a vote of 5 in favor, 0 opposed, 2 absent.

View supporting material:

- [Staff Memo \(PDF\)](#)
- [Wireless Telecommunications Facility Lease Agreement \(PDF\)](#)

Town of Kennebunk, Maine



Stephen Houdlette
Economic Vitality Director
shoudlette@kennebunkmaine.us
(207) 604-1349

To: Bryan Laverriere, Town Manager
From: Stephen Houdlette, Economic Vitality Director
Subject: Cell Tower – Project Update, Land Lease, Public Meeting and Vote
Date: August 7, 2025

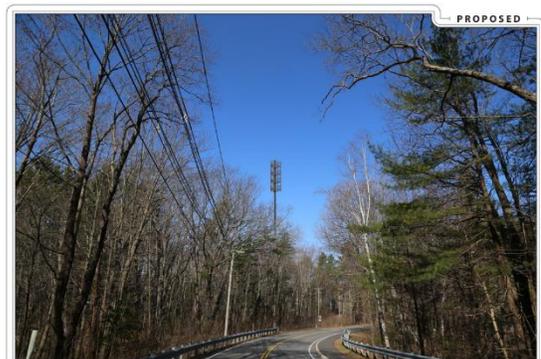
Summary

The Town's pursuit of improved communication for users including public safety, residents and businesses, has moved forward across several fronts this year. The Town has worked with its selected vendor from the RFP, Wireless Edge Towers III, LLC. (WET) to further evaluate the appropriateness and viability of a tower project on Factory Pasture Lane. The Town has engaged in numerous types of outreach to understand public concerns and, with the sponsorship of the Planning Board, has passed an ordinance change to improve the feasibility of the selected site. In recent weeks the Town has negotiated a land lease with WET to formalize the legal and financial parameters of our proposed agreement.

LAND LEASE AGREEMENT WITH WIRELESS EDGE TOWERS

The full lease language is included in the supplemental documents, but the key components of the lease provide substantial benefits to the Town:

- WET shall provide structural **capacity and reserved space on the tower for the Town's public service** antennas at the top of the structure and below the commercial antenna levels. WET shall provide such space on the structure to The Town **free of rent**.
- At no cost to the Town, WET shall **install the Town's antenna(s) and related equipment, procure and install equipment housing** and a back-up generator for The Town's exclusive use.
- The Town will receive **non-recurring payments** for commercial lease signings (\$5,000) and lease renewals (\$10,000). WET will **also share rental revenue** with the Town which shall be the greater of (i) 75% of the Rental Income received from the first carrier, or 50% of the Rental Income received from all subleases with Co-locators of the Premises. This includes escalation of rents at the greater of the rate negotiated in the Co-locator subleases or 2.0% per year.



The lease provides the Town with standard contract protections as well as contingent relief in the event of specific scenarios.

- The lease includes provisions that outline WET's responsibilities to maintain and repair the property for the Town's Public Safety equipment and other users.
- Additionally, the lease requires WET to secure a bond in the amount of \$40,000 for the removal of the tower structure and any other facilities in the event of termination of the lease.
- It covers details of assignment in the event that either party wants to transfer their rights to a third party.

SPECIAL TOWN MEETING FOR VOTE ON LAND LEASE

In previous discussions of this project, the Town proposed a project timeline that would have the land lease voted on in November. The lease being a multi-year agreement requires approval by the Legislative Body (Town Meeting) by State statute.

At the request of WET, they recommend holding a Special Town Meeting on an earlier date. The rationale for this urgency is that waiting until a vote in November limits the window for WET to market the tower to commercial carriers and successfully negotiate leases. Carriers typically make investment decisions based on calendar year operating budgets that are subject to change. Missing the current year window to secure carriers for the site could imperil the feasibility of the project.

Should the Select Board support this request, the Town Clerk has indicated that a meeting could be arranged for August 26, 2025, at 5:30 PM.

PUBLIC INFORMATION AND BENEFIT OF A NEIGHBORHOOD MEETING

Staff recommends that a meeting on the Cell Tower and Land Lease be held to encourage as much public participation as possible for this important project.

The project has received widespread support and has a long history of public discussion and policy planning behind it. However, the specifics of the lease agreement are new information that deserve public discussion. There are additional evaluations done by WET related to the Radio Frequency safety assessments as well as Visual Impacts on locations near the project site. These are technical analyses that will be aided by a forum for explanation and the opportunity for questions.

If this item is moved to a Special Town Meeting on August 26, staff recommends holding a public neighborhood meeting on August 19 at the Town Hall from 5:00 PM – 7:00 PM. This meeting will have Town staff present from Economic Vitality and Public Safety as well as principles from WET.

WIRELESS TELECOMMUNICATIONS FACILITY LEASE AGREEMENT

This Wireless Telecommunications Facility Lease Agreement (“Lease”) is entered into as of the _____ day of _____, 2025 (the “Effective Date”) by and between the Town of Kennebunk, whose address is 1 Summer Street, Kennebunk, ME 04043 (“Landlord”) and Wireless *EDGE* Towers III, LLC (“Tenant”), a Delaware limited liability company whose address is 38 West Market Street, Rhinebeck, NY 12572.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property more particularly described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, Landlord and Tenant are entering into this Lease for a portion of the Property measuring approximately 5,800 square feet as more particularly described on Exhibit “B” attached hereto (the “Premises”) to permit Tenant to develop the Premises as a wireless telecommunications facility; and

WHEREAS, in order to develop the Premises, Tenant shall construct a tower, as generally depicted on Exhibit “C” attached hereto (collectively, the “Structure”), as well as equipment sheds and related facilities and improvements to accommodate multiple wireless carriers as well as Landlord’s public service antennas; and

WHEREAS, Tenant intends to market portions of the Structure and Premises to wireless carriers, and to enter into appropriate agreements with such carriers to use the Structure and Premises; and

WHEREAS, during the period of the carriers’ use of the Structure and the Premises, Tenant shall manage the Premises by performing the services described on Exhibit “D” attached hereto (the “Antenna Site Management Responsibilities”);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1) Premises. Landlord hereby leases to Tenant the Premises and Tenant hereby leases from Landlord the Premises upon the terms and conditions contained in this Lease.

WEC-ME-02
Kennebunk

2) Term.

(a) The Initial Term of the Lease shall be ten (10) years (the “Initial Term”), commencing upon the date that is the first day of the month following the date that all Government Approvals are received, including a building permit (the “Commencement Date”) Tenant shall notify Landlord of the Commencement Date. Tenant shall have the right to extend this Lease for four (4) renewal terms of ten (10) years each (each, a “Renewal Term”; the Initial Term and any Renewal Term are hereinafter referred to collectively as the “Lease Term”).

(b) If Tenant elects not to exercise Tenant’s right to renew the Term or any Renewal Term, as the case may be, Tenant shall notify Landlord, in writing, of Tenant’s intention not to renew this Lease, at least six (6) months prior to the expiration of the then current term. Unless Tenant notifies Landlord, in writing, of its intention not to exercise a Renewal Term, such Renewal Term shall be deemed automatically exercised and this Lease shall continue pursuant to the terms hereof, subject to the Renewal Term Bonus per 3(c) below.

(c) If Tenant remains in possession of the Premises at the expiration of the Lease Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

3) Rent.

(a) **Co-location Rent (Sublease Revenue Sharing):** Tenant shall pay to Landlord a portion of the amounts collected from wireless carriers using portions of the Structure and the Premises as specified in Section 6(c) below.

(b) **Sublease Bonus:** In addition, Tenant shall pay to Landlord a one-time bonus payment of **Five Thousand Dollars (\$5,000)** payable within ten (10) business days of full execution of each sublease of the Premises by a major wireless carrier, including the Anchor Co-locators (as hereinafter defined).

(c) **Renewal Term Bonuses:** In addition, Tenant shall pay to Landlord a one-time fee payment of **Ten Thousand Dollars (\$10,000) each** for each Renewal Term payable prior to start of the applicable Renewal Term.

(d) Landlord acknowledges and agrees that the total compensation or remuneration which Landlord shall be entitled to charge and collect from Tenant, in any manner related to Tenant's use and operation of the Premises, shall be solely as set forth in Sections 3(a) through 3(c) above. In this regard, Landlord agrees that it shall not levy any additional fees (other than standard and customary permit fees), taxes and/or assessments upon Tenant, in any manner related to Tenant's use and operation of the Premises.

(e) **Tower Removal Bond:** Prior to commencing construction of the Facility, Tenant shall provide Landlord with a tower removal bond (the “Bond”) for the faithful

removal of the Structure and Facility upon termination of the Lease in the amount of **Forty Thousand Dollars (\$40,000.00)**. The surety on such Bond shall be a duly authorized surety company authorized to do business in the State of Maine. Notwithstanding the aforementioned, as long as Landlord is using the tower for municipal and/or public safety antennas, the Bond will not be required. At such time that Landlord will no longer use the tower for municipal and/or public safety antennas, Landlord will provide Tenant with thirty (30) days written notice to Tenant to provide the Bond.

4) Permitted Use; Governmental Approvals; Construction.

(a) The Premises may be used by Tenant for the construction, maintenance and operation of the Structure for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto. Tenant shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities including, but not limited to, all necessary building permits and certificates of occupancy (collectively, the “Governmental Approvals”).

(b) Landlord hereby authorizes Tenant to prepare, execute, and file all required applications for the Governmental Approvals, subject to the approval of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for vigorously and diligently defending on its behalf (but not representing Landlord) all Governmental Approvals granted for the Structure and Premises, including any approvals made by a board or commission of the Landlord, which are challenged by a third party in any administrative agency or court of law.

(c) Tenant shall have the right, at Tenant’s expense, to conduct engineering tests, environmental tests, and all other feasibility studies necessary or desirable for Tenant’s use of the Premises. Such testing by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property.

(d) Upon obtaining all Governmental Approvals, Tenant shall have the right, at Tenant’s expense, to construct and maintain the Structure on the Premises. In this regard, Tenant shall have the right to install, at Tenant’s sole cost and expense, utilities and conduits necessary to service the Structure, to improve the present utilities on the Property, and/or install an emergency power generator on the Premises. All work by Tenant shall be performed in compliance with applicable laws and ordinances and shall be done in a fashion so as to minimize interference with the use of the area surrounding the Premises by Landlord and, upon completion of such construction, any area disturbed by the work, shall be restored to the condition it was in prior to the commencement of said work.

5) Access; Utilities and Taxes.

(a) Landlord hereby grants Tenant access to the Premises over, under and across the Property ("Access") twenty-four (24) hours per day, seven (7) days per week, for the purpose of ingress, egress, installation, maintenance and operation of the Structure and any associated utilities. Except in cases of emergencies, or otherwise approved by Landlord, all construction and installation work shall be conducted Monday through Friday, between the hours of 8:00am and 6:00pm. The Access right granted herein shall automatically extend to all of Tenant's agents, representatives, contractors, invitees and vendors, as well as to all subtenants and their agents, representatives, contractors, invitees and vendors.

(b) Landlord's access to the Premises shall be restricted as follows: (i) unless an emergency condition exists, all access shall be on reasonable notice to Tenant; (ii) Landlord shall take commercially reasonable precautions to ensure that no damage occurs to the Structure or other improvements or any of the property of Tenant or any subtenant during or as a result of such access; and (iii) Landlord shall promptly repair, to Tenant's reasonable satisfaction, any damage caused as a result of any such access.

(c) Tenant shall have the right to obtain, for itself and on behalf of its subtenants, sufficient utility services to the Premises, including, without limitation, electric service and telephone service. Subject to Landlord's reasonable approval of the location and at Tenant's sole cost, Tenant shall have the right to install conduits, utility lines, related equipment and other items to connect the Premises to such utility services. At the time of such installation by Tenant, Tenant shall provide conduits and sufficient electrical capacity to allow Landlord to operate Landlord's public safety antenna systems at the Premises. Such installation by Tenant shall not unreasonably interfere with the operations of the Landlord at the Property. Tenant shall pay any charges to install utilities to the Premises, including emergency power generators, and shall pay all utilities charges for utilities consumed by Tenant at the Premises. Landlord agrees to reasonably cooperate with Tenant to obtain any required local public utility easements, if necessary.

(d) Tenant shall pay Landlord any real estate taxes or assessments for the interests included in this lease except for the public safety improvements on the Structure and related ground improvements.

(e) As a condition precedent to Tenant's obligation to make any such tax payment, Landlord agrees to promptly furnish proof of any taxes to Tenant, including true copies of the real estate tax bills (or other documentation) provided to Landlord. Tenant shall have the right to appeal or otherwise challenge any such taxes in its own name.

6) Assignment and Subletting.

(a) Tenant may not assign this Lease without obtaining the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to assign this Lease, without the consent of Landlord: (i) to the purchaser or transferee of the Structure, provided that (x) the proposed assignment is for a legitimate business purpose, (y) the proposed purchaser shall have been engaged in business in the wireless industry for at least five years and (z) the proposed purchaser shall have assets or net worth of at least Five Million Dollars (\$5,000,000) at the time of the proposed transfer; or (ii) to a parent, affiliate, or subsidiary of Tenant, or an entity controlling, controlled by or under common control with Tenant. In the event Tenant assigns this Lease, Tenant shall give notice to Landlord within ten (10) business days of such assignment. Tenant's notice to Landlord shall specify the name and mailing address of the assignee. Upon assignment of this Lease as contemplated herein, Tenant shall be relieved of all obligations of this Lease.

(b) Tenant shall have the further right, to sublet the Structure and the Premises, in whole or in part, to wireless carriers ("Co-locators") in accordance with the permitted uses of the Premises set forth in Section 4 above. Tenant shall give notice to Landlord each time Tenant enters into any such sublease. Tenant's notice to Landlord shall specify the name and mailing address of the subtenant. Tenant shall pay Landlord the rental income from subleases as described in subsection 6(c) below. Tenant shall be responsible for all costs arising from marketing activities, acquisition of subtenants and the preparation and negotiation of legal sublease documentation.

(c) **Co-location Rent (Sublease Revenue Sharing):** On a monthly basis, Tenant shall pay Landlord the Co-Location Rent, which shall be the greater of: (i) **Seventy-five percent (75%)** of the Rental Income received from the first major wireless carrier sublease of the Premises (the "Anchor Co-locator"), or (ii) **Fifty percent (50%)** of the Rental Income received from all subleases with Co-locators of the Premises. **The Co-location Rent for major wireless carriers shall escalate at the greater of the rate negotiated in the Co-locator subleases or two percent (2.0%) per year.** If an Anchor Co-locator sublease is terminated, Tenant shall designate by notice to Landlord the co-locator sublease that shall replace the terminated Anchor Co-locator sublease. The term "Rental Income" as used in this Lease shall mean all amounts paid to Tenant by subtenants (Co-locators), except that Rental Income shall expressly exclude (i) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant caused by, at the request of or on behalf of, the subtenant, including, but not limited to, utilities, site improvements, conduits, taxes, assessments, security deposits, penalties and fines (including interest thereon) for violations of law by the subtenant and legal fees; (ii) any amounts paid to Tenant to reimburse Tenant for costs incurred by Tenant in entering into this Lease, obtaining the Governmental Approvals, or constructing the Structure and Premises; and

(iii) any initial fee to be charged by Tenant to each prospective subtenant to reimburse Tenant for costs, expenses and fees related to the submissions, installation design and site engineering studies for such subtenant. In the event that any amount of Rental Income is received by Tenant in a month other than the month for which such Rental Income is due, Tenant will make appropriate adjustments in order to properly allocate such amounts to the proper month. Tenant agrees that it shall maintain sufficient records for Landlord to properly account for the revenues paid and received pursuant to this Lease, which shall be open to inspection and audit by Landlord. Upon request, but no more than twice annually, Landlord may review Tenant's records, including true and complete copies of amendments, restatements or modifications of this Lease and sublicenses of the Premises. Landlord's review of Tenant's records will be conducted at Tenant's offices at a date and time to be mutually agreed upon. Upon request, Tenant shall deliver copies of the records to Landlord.

(d) Tenant shall provide structural capacity and reserved space on the Structure for Landlord's public service antennas at the top of the Structure and below the commercial antenna levels at least 80-feet above grade. **At no cost to Landlord, Tenant shall install Landlord's antenna(s) and related equipment on the Structure and Premises, as applicable, promptly following the completion of the construction of the Structure. Tenant shall provide such space on the Structure to Landlord free of rent. Landlord shall be solely responsible for all costs to maintain Landlord's antennas. Tenant will provide suitable antenna mounts to accommodate Landlord's antennas and those of local public/emergency services. Concurrent with the initial installation of the tower, Tenant will install Landlord's antenna and lines at no cost. Tenant shall procure and install the following Bill-of-Materials to facilitate Landlord's antenna installation: Antennas, Cables, Connectors, Jumper Cables, Tower Mounts, Antenna Mounts, Waveguide Bridge, Grounding Components, Cable Conveyance and Weatherization, Surge Suppressors, Cable Ports, and miscellaneous hardware as required. In addition, Tenant shall procure and install equipment housing for Landlord's radios (outdoor cabinet or shelter, as required), automatic transfer switch and back-up generator for Landlord's exclusive use. All materials purchased by Tenant shall be reasonable approved by Landlord. Tenant shall provide all site civil and electrical improvements to accept the Landlord's antennas. Landlord shall be solely responsible for all costs to maintain Landlord's antennas, radio equipment and generator, and Landlord shall pay for its own electric utility usage and communications telephony.**

(e) Landlord may not assign its rights or obligations under this Lease without the prior written consent of Tenant. Notwithstanding the foregoing, on written notice to Tenant, Landlord shall be entitled to: (i) assign its right to receive Rent; and (ii) sell the Property,

provided that such transfer is for a legitimate business purpose and the purchaser agrees to assume all of Landlord's obligations hereunder.

(f) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of (or otherwise seeking to acquire) the rental stream associated with this Lease (a "Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchaser Offer is valid, genuine and true in all respects (a "Purchase Offer Notice"). Tenant shall have the right within thirty (30) days after it receives the Purchase Offer Notice to agree in writing to match the terms of the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer subject to the terms of this Lease (including, without limitation, the terms of this Subparagraph 6(f), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this Subparagraph 6(e), the assignment on the terms set forth in the Purchase Offer, as amended and the foregoing time periods and terms/conditions shall re-apply to the amended Purchase Offer. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Lease; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Lease without the necessity of any further written confirmation of said termination of this right of first refusal.

- 7) Maintenance, Repair and Removal. Tenant shall, at Tenant's expense, keep and maintain in good condition and repair the Premises and the Structure. Tenant shall install and operate the Structure in compliance with all applicable laws and ordinances to the extent that such compliance is required as a result of Tenant's use or occupancy of the Premises. Upon termination of this Lease, Landlord shall have the option of requiring that Tenant remove the Structure and all other installations made by Tenant at the Premises, including utility lines.

Whether or not Landlord requires the removal, of the Structure, the Premises shall be returned to Landlord in good, usable condition, reasonable wear and tear and casualty excepted. Notwithstanding the foregoing, in the event that Landlord requires Tenant to remove the Structure as contemplated herein, Landlord acknowledges and agrees that Tenant shall have no obligation to remove the foundation of the Structure beyond three (3) feet below grade.

- 8) Default. Any of the following occurrences, conditions or acts shall be deemed a default under this Lease (a “Default”): (a) if Tenant fails to pay monetary amounts due under this Lease within ten (10) business days of its receipt of written notice that such payments are overdue; or (b) if either party fails to observe or perform any non-monetary obligations under this Lease and does not cure such failure within thirty (30) days from its receipt of written notice of breach; provided, however, that if such breach cannot be cured within said thirty (30) day period, the breaching party shall not be in Default if, within thirty (30) days, it commences efforts, and thereafter proceeds diligently, to cure such breach.
- 9) Termination.
- (a) This Lease may be terminated by Landlord without any penalty or further liability, on thirty (30) days prior notice to Tenant at any time in the event that Tenant: (i) is in Default after notice and the expiration of any applicable cure period; or (ii) has failed to construct the structure or enter into any subleases of the Premises or the Structure within eighteen (18) months following Effective Date. Notwithstanding the aforementioned, Landlord may not terminate this Agreement if Government Approvals have not been granted and Tenant is diligently pursuing such Government Approvals, or if Tenant has started construction and is diligently pursuing completion.
- (b) This Lease may be terminated by Tenant, without any penalty or further liability, on thirty (30) days prior notice to Landlord as follows: (i) if Tenant is unable to obtain in a timely manner any Governmental Approval necessary for the installation and/or operation of the Structure at the Premises, or any Governmental Approval is canceled, expires, lapses or is otherwise withdrawn or terminated; or (ii) if Tenant determines the Premises are not appropriate for its operations for economic or technological reasons; or (iii) if Tenant is unable to occupy and utilize the Premises due to an action of the Federal Communications Commission including, without limitation, a take back of channels or change in frequencies; or (iv) if Hazardous Substances (as defined in Section 16) are or become present on the Property or Premises in violation of Environmental Laws (as defined in Section 16).
- 10) Insurance and Subrogation.
- (a) Tenant shall maintain the following insurance during the Lease Term:
- (i) general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000, which limits may be provided in combination with umbrella coverage.
- (ii) workers’ compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers’ compensation law of the state in which the

Premises are located; and

(iii)if Tenant operates owned, hired or non-owned vehicles on or about the Property, comprehensive automobile liability insurance with a limit of not less than \$1,000,000 combined bodily injury and property damage.

(iv)an umbrella policy of \$5,000,000.

Each such policy (except workers' compensation) shall list Landlord as an additional insured, and shall provide that it will not be terminated during the Lease Term or modified to affect the coverage required except after thirty (30) days prior notice thereof to Landlord.

(b) Tenant shall have the right to fulfill its insurance obligations under this paragraph by obtaining appropriate endorsements to any master policy of liability insurance that Tenant or its affiliates may maintain.

(c) Tenant shall, prior to commencing construction of the Structure and annually thereafter, furnish to Landlord certificates of insurance listing Landlord either as additional named insured or additional insured on a primary basis to the extent permitted by applicable insurance regulations.

(d) At all times during the Lease Term, Landlord will carry and maintain commercial general liability insurance on the Property, including any common area, in commercially reasonable amounts.

(e) Landlord and Tenant each waive any and all rights to recover against the other, or against the officers, directors, shareholders, partners, joint ventures, employees, agents, customers, invitees or business visitors of such other party, for any loss or damage to such waiving party arising from any cause covered or required to be covered by any property insurance required to be carried pursuant to this paragraph or any other property insurance actually carried by such party, provided that the party against whom relief is sought, has complied with the terms of this Section 10. Landlord and Tenant will cause their respective insurers to issue waiver of subrogation rights endorsements to all property insurance policies carried in connection with the Structure or the Premises or the contents of either.

- 11) Hold Harmless. Tenant agrees to indemnify and hold Landlord harmless from any and all claims arising directly from the installation, use, maintenance, repair or removal of the Structure at the Premises, except for claims arising from the negligence or intentional acts of Landlord, its employees, agents or independent contractors. Landlord agrees to indemnify and hold Tenant harmless from any and all claims arising out of the negligence or intentional acts of Landlord, its employees, agents, or independent contractors in, on or about the Property, except for claims arising from the negligence or intentional acts of Tenant, its employees, agents or independent contractors.

- 12) Notices. All notices, requests, demands and other communications shall be in writing and shall be deemed given, (i) if personally delivered or mailed, upon delivery, or if (ii) by certified mail, return receipt requested, five (5) days after mailing, or if (iii) sent by overnight carrier, upon receipt, to the addresses for Landlord and Tenant stated below:

if to Landlord: Town of Kennebunk
 1 Summer Street
 Kennebunk, ME 04043
 Attention: _____

with a copy to: _____

 Attention: _____

if to Tenant: Wireless *EDGE* Towers III, LLC
 PO Box 63
 Rhinebeck, New York 12572
 Attention: Tower Development

with a copy to: Corrigan, Baker & Levine, LLC
 75 South Broadway, Suite 4-961
 White Plains, New York 10601
 Attention: Robert J. Levine, Esq.

- 13) Quiet Enjoyment, Title and Authority. Landlord represents, warrants and covenants to Tenant that (i) Landlord has full right, power and authority to execute this Lease and Landlord has taken all necessary action to approve this Lease and has authorized the signatories of this Lease to sign same; (ii) to the best of Landlord's knowledge, the Property is free and clear of any unrecorded covenants, restrictions, liens or mortgages which would interfere with Tenant's rights to or use of the Premises; (iii) no consents are required from any mortgagee, licensee or any other occupant of the Property with respect to Tenant's use of the Premises; (v) the execution and performance of this Lease will not violate any local laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord. Landlord shall be responsible for any costs due to the failure of the Property to comply with all applicable local, state and federal laws,

WEC-ME-02
Kennebunk

ordinances, codes, and regulations. Landlord covenants that at all times during the term of this Lease, Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in Default after notice and the expiration of any applicable cure period.

- 14) Casualty or Condemnation. If the Property or the Structure are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Structure, then Tenant may elect to terminate this Lease and in such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or Structure are restored to the condition existing immediately prior to such damage or destruction. In the event of a condemnation of all or any part of the Property, Tenant shall have the right to terminate this Lease if such condemnation disrupts Tenant's operation at the Property or renders the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
- 15) Waiver of Landlord's Lien; Financing. The Structure shall remain the exclusive property of Tenant. In this regard, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Structure or any portion thereof, as well as and all other installations made by Tenant at the Premises, whether same are deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of same from time to time. Tenant may enter into a secured financing arrangement for which the Structure or this Lease is security, provided such an arrangement shall not impair or abridge the rights of Landlord under this Lease and such secured party agrees to be bound by the terms and provisions of this Lease from the time it succeeds to the interest of Tenant under this Lease.
- 16) Environmental Laws.
 - (a) As used herein, the term "Environmental Laws" shall mean any and all local, state or federal statutes, regulations or ordinances pertaining to the environment or natural resources. As used herein, the term "Hazardous Substance" shall mean any toxic or hazardous waste, material, or substance that is regulated by Environmental Laws, including, without limitation, asbestos and petroleum products; hazardous or solid wastes.
 - (b) Tenant and Landlord each represent, warrant and agree that it will conduct its activities on the Property in compliance with all applicable Environmental Laws. Landlord further represents, warrants and agrees that neither Landlord, nor to Landlord's

knowledge, any third party, has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Substance on, under, about or within the Property or Premises in violation of any Environmental Law.

17) Miscellaneous.

(a) This Lease shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by the party against whom enforcement is sought.

(c) Each party agrees to cooperate with the other in executing any documents (including a memorandum of lease and/or easement agreement) in a form reasonably satisfactory to both parties necessary to protect its rights or use of the Premises. Tenant may record the memorandum of lease.

(d) Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises, and will keep the Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under it. Tenant may contest the validity or amount of any such lien and may appeal any adverse judgment or decree, provided, however, that at the reasonable written request of Landlord, Tenant shall post a bond sufficient to remove such lien pending contest against the enforcement of the lien against Landlord. If Tenant shall default in paying any charge for which a mechanic's lien and suit to foreclose the lien have been filed, and shall not be taking appropriate actions to contest the validity or amount of such lien with ninety (90) days of the filing of such lien, Landlord may (but shall not be required to), after written notice to Tenant, pay said claim and the amount so paid shall be immediately due and owing from Tenant to Landlord, and Tenant shall pay the same to Landlord upon demand.

(e) This Lease and the rights and obligations of the undersigned parties shall be governed by and construed in accordance with the laws of the State where the Property is located without giving effect to principles of conflict of laws. The undersigned hereby irrevocably submit to the jurisdiction and venue of any State or Federal Court located in the State and County where the Property is located, over any action or proceeding arising out of any dispute between the undersigned, with respect to this Lease.

(f) The provisions of this Lease are severable. If a court of competent jurisdiction rules that any provision of this Lease is invalid or unenforceable, such provision shall be replaced by another provision which is valid and enforceable and most closely approximates and gives effect to the intent of the invalid or unenforceable provision. Furthermore, such ruling shall not affect the validity or enforceability of any other provision of this Lease.

(g) Any consent required hereunder shall not be unreasonably withheld, conditioned, or delayed.

(h) This Lease may be executed in any number of counterparts, any of which may be executed and transmitted by facsimile or other electronic method, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) No failure on the part of either party to exercise, and no delay in exercising, any right under the Lease shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Lease.

(j) A waiver of any right or remedy by either party at any one time shall not affect the exercise of such right or remedy or any other right or remedy by that party at any other time. In order for any waiver to be effective, it shall be in writing, signed by an authorized person or board, and be express and unequivocal and specify precisely the rights or remedies being waived. The failure of either party to take any action in the event of any breach by the other party shall not be deemed or construed to constitute a waiver of any of its rights or to otherwise affect the right of that party to take any action permitted by the Lease at any other time, in the event that such breach has not been cured, or with respect to any other breach.

(k) The rights and remedies provided in the Lease are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Lease shall impair any of the rights of either party under applicable law, subject in each case to the terms and conditions in the Lease.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

Town of Kennebunk

Wireless *EDGE* Towers III, LLC

By: _____

By: _____

Name: _____

Name: John E Arthur

Title: _____

Title: President

EXHIBIT A

Description of the Landlord's Property

That certain parcel of real property located in the Town of Kennebunk, County of York, State of Maine designated as Parcel 052-044 and commonly known as 0 Factory Pasture Road, a portion of which properties are more particularly shown on Exhibit B attached hereto.

Legal Description / Map:



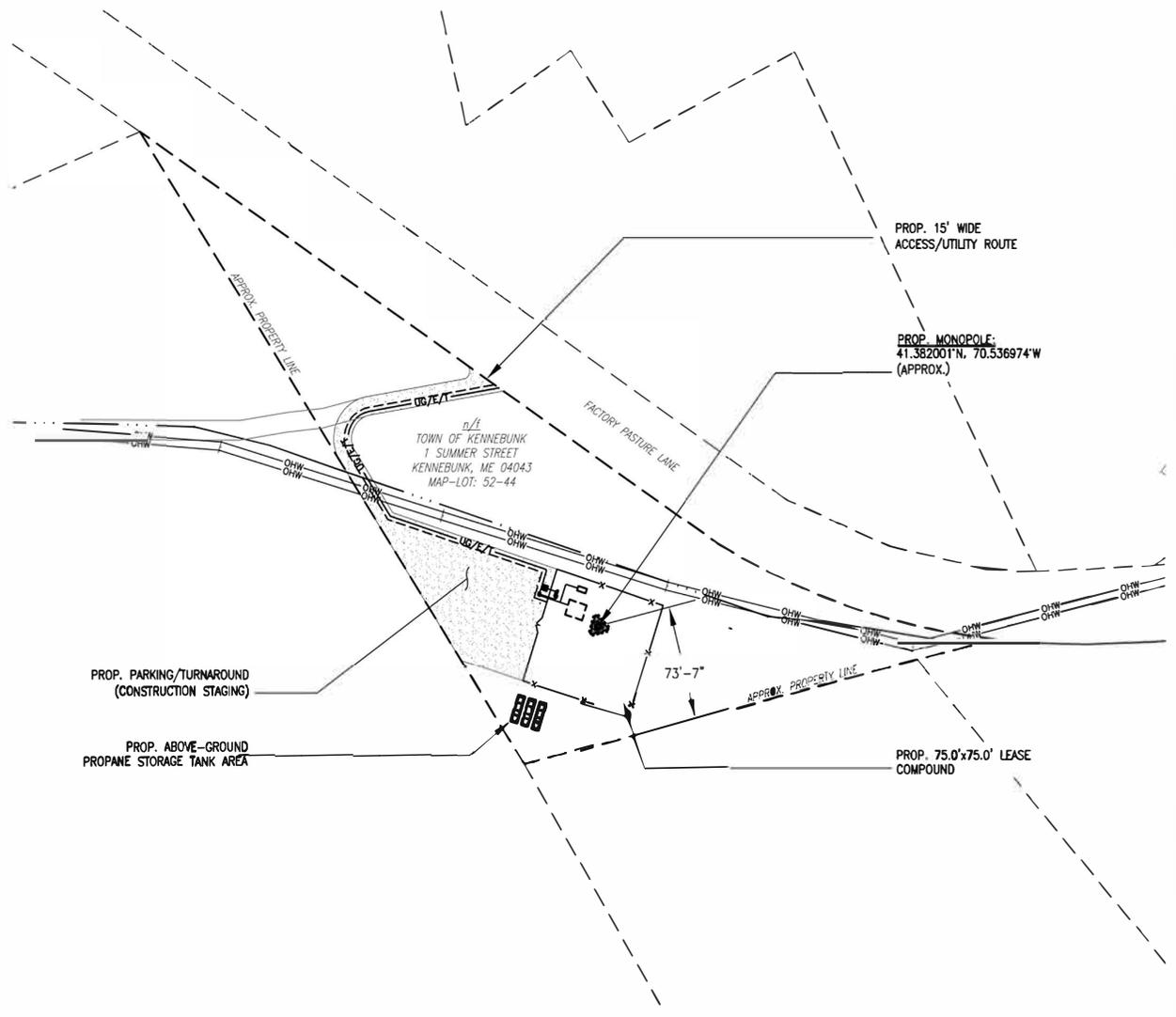
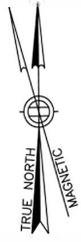
WEC-ME-02
Kennebunk

EXHIBIT B

Description of the Leased Premises

See attached Property Plan and Compound Plan drawings

WEC-ME-02
Kennebunk



PROPERTY PLAN
 SCALE: 1" = 100'-0"
 1
 LE-1
 0' 100' 200' 300'

CHAPPELL ENGINEERING ASSOCIATES, LLC
 Civil · Structural · Land Surveying

Wireless EDGE
 WIRELESS EDGE TOWERS
 38 WEST MARKET STREET
 RHINEBECK, NY 12572
 OFFICE: (914) 712-0000

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	8/4/25	LEASE EXHIBIT	NMC	JMT	JMT
NOT TO SCALE			DESIGNED BY: JMT DRAWN BY: NMC		

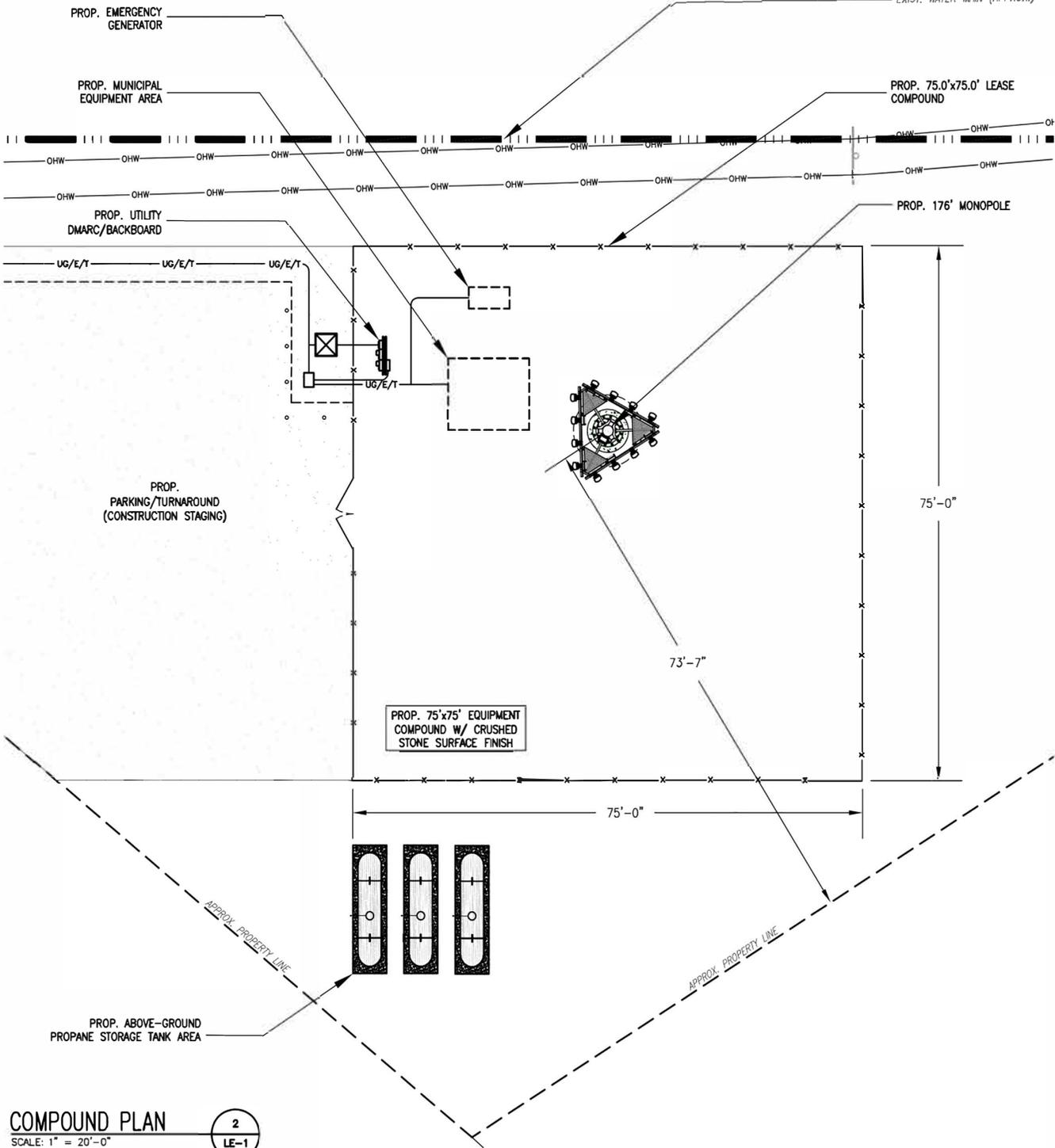
WEC-ME-02
KENNEBUNK, ME
 FACTORY PASTURE LANE
 KENNEBUNK, ME 04043

LEASE AREA				
EQUIPMENT: 75.0'x75.0'=5,625.0 S.F.				
TOTAL: = 5,625.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1610.016	L-1	1 OF 3	8/4/25	0



n/1
TOWN OF KENNEBUNK
1 SUMMER STREET
KENNEBUNK, ME 04043
MAP-LOT: 52-44

APPROX. PROPERTY LINE



COMPOUND PLAN
SCALE: 1" = 20'-0"
0 20'-0" 40'-0" 60'-0"
2
LE-1

CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil · Structural · Land Surveying

Wireless EDGE
WIRELESS EDGE TOWERS
38 WEST MARKET STREET
RHINEBECK, NY 12572
OFFICE: (914) 712-0000

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	8/4/25	LEASE EXHIBIT	NWC	JMT	JMT
NOT TO SCALE		DESIGNED BY: JMT	DRAWN BY: NWC		

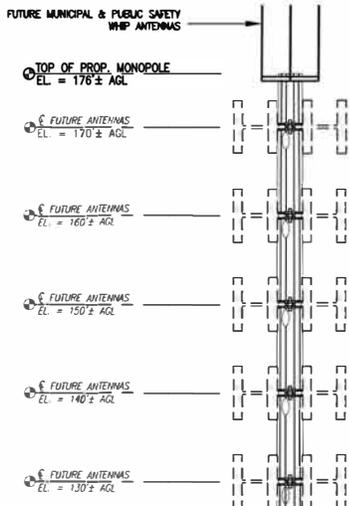
WEC-ME-02
KENNEBUNK, ME
FACTORY PASTURE LANE
KENNEBUNK, ME 04043

LEASE AREA				
EQUIPMENT: 75.0'x75.0'=5,625.0 S.F.				
TOTAL: = 5,625.0 S.F.				
PROJECT NO.	SHEET NAME	SHEET NO.	DATE	REV
1610.016	L-2	2 OF 3	8/4/25	0

EXHIBIT C

The Structure

See attached Tower Elevation drawing



PROP. 176' MONOPOLE

GROUND LEVEL
EL. = 0' AGL

TOWER ELEVATION

SCALE: 1" = 20'-0"
0 20'-0" 40'-0" 60'-0"

3
LE-1

CHAPPELL ENGINEERING ASSOCIATES, LLC
Civil · Structural · Land Surveying



WIRELESS EDGE TOWERS
38 WEST MARKET STREET
RHINEBECK, NY 12572
OFFICE: (914) 712-0000

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	8/4/25	LEASE EXHIBIT	NWC	JMT	JMT
NOT TO SCALE		DESIGNED BY: JMT	DRAWN BY: NWC		

WEC-ME-02
KENNEBUNK, ME

FACTORY PASTURE LANE
KENNEBUNK, ME 04043

LEASE AREA				
EQUIPMENT: 75.0'x75.0'=5,625.0 S.F.				
TOTAL: = 5,625.0 S.F.				
PROJECT NO.	SHEET NO.	SHEET NO.	DATE	REV
1610.016	L-3	3 OF 3	8/4/25	0

EXHIBIT D

Antenna Site Management Responsibilities

Wireless *EDGE* Towers III, LLC or its affiliate (“WE”) shall perform all of the services that are the subject of this Agreement. WE shall be the site manager (Communications Tower Manager) for subleasing of the Premises and the Structure.

We will perform the following site management services for the Premises:

1. Market the Facility to Co-locaters (wireless carriers)
2. Determine tenants’ current & future requirements.
3. Develop sublease template(s).
4. Develop site application form and installation requirements.
5. Actively market the site from time to time in conjunction with tenants’ buildouts and available space on the site.
6. Review and process tenant’s applications.
7. Negotiate subleases.
8. Review tenant’s proposed construction drawings with Landlord (where applicable).
9. Review tenant’s RF study report (where applicable).
10. Coordinate installation schedule with Landlord.
11. Inspect site for compliance with approved drawings.
12. Inspect site for general quality of work.
13. Maintain site inventory database of tenants’ equipment (antenna, cable, and cabinet level)
14. Coordinate site changes.
15. Monitor sites annually for configuration changes against lease baseline and check general condition of wireless carrier installations.
16. Maintain Facility as necessary.
17. Collect and track rent payments.
18. Consolidate rent streams from all tenants.
19. Remit month revenue share to Landlord.
20. Track annual adjustments to lease payments.
21. Maintain insurance requirements throughout the Lease Term and Management Term.
22. Maintain all required permits and Governmental Approvals to operate the Facility.
23. Provide any required FAA monitoring services.