

GROUND LEASE AGREEMENT
between
CITY OF PRINCETON
and
QWEST CORPORATION

THIS GROUND LEASE AGREEMENT ("Lease") is made and entered into as of the date this Lease is last signed by both parties ("Effective Date") by and between the City of Princeton, a municipal corporation ("Lessor"), and Qwest Corporation, a Colorado corporation ("Lessee"). Lessor and Lessee may sometimes be referred to in this Lease collectively as the "parties."

WITNESSETH:

WHEREAS, Lessee desires to lease that certain parcel of land hereinafter described from the Lessor upon the conditions hereinafter set forth for the construction, installation, operation, repair, replacement, alteration and maintenance of telecommunications equipment and facilities, including a telephone equipment building and related facilities, appliances, and appurtenances; and

WHEREAS, Lessor is willing to lease such parcel to Lessee upon the terms and conditions and for the consideration hereinafter stated.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree and follows:

1. Lessor does hereby lease to Lessee, and Lessee does hereby lease from the Lessor the following described parcel of land situated at 1919 S. 12th Street, Princeton, MN, Sherburne County, Minnesota, to-wit:

A parcel of land approximately 57 feet by 57 feet (3249 ft²) as shown in the site plan attached hereto as Exhibit A and incorporated herein by reference ("Leased Premises").

The Leased Premises are to be used for the construction, installation, operation, repair, replacement, alteration and maintenance of telecommunications equipment and facilities, including an equipment building and related appliances, facilities, buried cables, conduits, manholes and appurtenances (collectively, "Facilities"). Lessee will have exclusive use of the Lease Premises and will have access to the same 24 hours per day, 7 days per week.

2. In further consideration of this Lease, Lessor grants to Lessee a temporary easement for the Term (as defined below) of this Lease, and terminating with this Lease, over the property described as follows:

An easement approximately 293 feet by 10 feet (2930 ft²) as shown in site plan attached as Exhibit A attached to and incorporated herein by reference ("Easement").

The Easement is to be used for the purposes of constructing, operating, maintaining, inspecting, altering, or removing the Facilities, together with the right of access to Lessee upon the described Easement for the purposes set forth.

3. All Facilities will be constructed within existing rights-of-way and within the Leased Premises and Easement.

4. The Term of the Lease will be for twelve (12) months, commencing on the Effective Date and ending upon the last day of the twelfth (12) calendar month thereafter ("Term"). Upon the expiration of the initial 12 month Term, the Lease will automatically renew for successive periods of twelve (12) months (each such 12 month periods, a "Renewal Term"). During a Renewal Term, this Lease will be in effect upon the same terms and conditions of this Lease as are in effect immediately prior to the commencement of the Renewal Term, except for Rent. Rent during the first Renewal Term will be the Rent in effect for the initial 12 month Term increased by \$5.00, and thereafter, Rent will increase by \$5.00 annually on the anniversary of the Effective Date during each year of the Renewal Term. Any reference in this Lease to Term as the time period in which this Lease is in effect shall mean and include a Renewal Term as the context requires.

5. During the initial 12 month Term, Lessee agrees to pay \$500.00 ("Rent") annually to Lessor for the use of the Leased Premises. In addition, Lessee will pay to the proper taxing authority all real estate property taxes levied against the Leased Premises and improvements erected on the Leased Premises by Lessee. Rent will be made payable to Lessor and sent to Lessor at its notice address set for below.

6. Lessee agrees to pay for all utilities consumed or used on the Leased Premises directly to the appropriate provider.

7. Either Party will have the right at any time during the initial 12-month Term or a Renewal Term to terminate this Lease upon giving at least 18-months prior written notice of termination to the other party.

8. Upon the expiration or earlier termination of this Lease, Lessee will be required to remove from the Leased Premises and/or the Easement all of: (i) the alterations, physical additions and improvements made to the Leased Premises or the Easement by or on behalf of Lessee (collectively, "Improvements"); and (ii) Lessee's moveable equipment, trade fixtures, furniture and all other items of Lessee's personal property (collectively, "Personal Property"), including, without limitation, any cable, wiring and/or conduit as well as all of any transformers and other electrical infrastructure located within or outside of the Leased Premises and/or Easement. Lessee will repair any damage to the Leased Premises and/or Easement caused by such removal, and shall repair, and restore the Leased Premises and/or Easement to its original state.

9. Lessor grants Lessee ingress and egress at all times to Leased Premises via Lessor's adjacent parking facility shown in Exhibit A.

10. The Lessor will have the responsibility for mowing and maintaining the landscaped area, maintaining the driveway-parking area, plowing snow and doing all maintenance on the site plan attached as Exhibit A, except for maintenance of Lessee's Facilities.

11. Lessor will hold the Lessee harmless from and, at Lessor's expense, defend any question of title raised against Lessor's property and the Leased Premises.

12. Lessee may store and use on the Leased Premises commercially reasonable amounts of hazardous materials and toxic substances used in Lessee's ordinary course of business, including but not limited to fuel, batteries, coolant, and normal office cleaning and maintenance supplies. Lessee will use and store all hazardous materials in compliance with applicable environmental laws. A de minimis release of any hazardous or toxic material will not

be a violation or default under the Lease, but Lessee will be responsible for remediating any release required under applicable environmental laws for which Lessee is responsible. If any hazardous or toxic substances exist in, under, or around the Leased Premises, Lessee will have no obligation to remediate, abate and/or remove such hazardous or toxic substances, provided that Lessee can prove to the reasonable satisfaction of Lessor that it is not responsible for the presence of such hazardous or toxic substances. Lessee will indemnify and defend Lessor for any liability, cost or expense incurred by Lessor with respect to such hazardous or toxic substances for which Lessee is responsible.

13. Lessee agrees to defend, indemnify and hold harmless the Lessor and the Lessor's employees from and against all claims, suits, liabilities, judgments, costs, damages, and expenses, which may accrue against, be charged to or recovered from Lessor or Lessor's employees by reason of or on account of any personal injury or property damage to the extent arising from Lessee's use or occupancy of the Leased Premises; except it is clearly understood and agreed that the foregoing indemnification, duty to defend and hold harmless agreement does not impose an obligation on the part of the Lessee to defend Lessor from Lessor's own negligence, failure to act or intentional misconduct, or the negligence, failure to act or intentional misconduct of Lessor's employees, agents and contractors.

14. In the event any part or all of the Leased Premises are taken by eminent domain, the Lessor and Lessee will share in any award as their separate interests may appear.

15. Upon the request of either party, Lessor and Lessee agreed to execute a memorandum of this Lease in recordable form embodying the description of the Leased Premises and Easement and making reference to the Easement and this Lease and the Term thereof, provided such memorandum is in form and substance reasonably agreeable to the parties. The party requesting the memorandum will pay for all costs associated with the recording of the memorandum.

16. The covenants, terms, and conditions contained in this Lease will apply to and bind the successors, assigns, heirs, executors, and administrators of Lessor and Lessee.

17. All notices or other correspondence permitted or required under this Lease (collectively, "Notice") will be sent via U.S. certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service to the parties' respective addresses set forth below. All Notices will be deemed effective on the date shown on the return receipt if sent by certified mail or the confirmation of delivery form if sent by overnight delivery service. Rejection or refusal to accept or the inability to deliver Notice because of a changed address of which no Notice was given will be deemed to be receipt of the same as of the date of rejection, refusal or inability to deliver. Either party may change its address(es) set forth below by giving notice of address change to the other party in the manner for giving notice prescribed in this Section 17.

If Notice to Lessor:

Princeton City Administrator
City Hall
705 2nd Street North
Princeton, Minnesota 55371.

with a copy at the same time and in the same matter to:

Damien F. Toven & Associates, LLC
413 S. Rum River Dr. Suite 6
Princeton, MN 55371

If Notice to Lessee:

Qwest Corporation
c/o Lumen Technologies
1025 Eldorado Blvd., 31D
Attn: Vice-President of Real Estate
Lease ID: MNRE0109A

with a copy at the same time and in the same manner to:

Qwest Corporation
c/o Lumen Technologies
100 CenturyLink Drive
Monroe, LA 71203
Attn: Real Estate Lease Administration
Lease ID: MNRE0109A

18. Lessee will not assign this Lease or sublet the Lease Premises without the prior consent of Lessor, which consent will not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing sentence, Lessee will have the right to sublet the Leased Premises or assign this Lease without Lessor's consent to any Lessee Affiliate (as defined below). Any such sublessee or assignee will have a similar right to sublet the Leased Premises or assign the Lease without Lessor's consent to any Lessee Affiliate of its own. Lessee will notify Lessor of each such assignment or subletting within forty-five (45) days following the effective date of the transaction. As used in this Section 18, "Lessee Affiliate" means: (i) any entity that controls, is controlled by, or is under common control with Lessee; (ii) any person or entity that purchases all or substantially all of Lessee's assets located in Princeton, MN; (iii) any person or entity that acquires a majority of the equity interests in Lessee or a direct or indirect parent company of Lessee; and (iv) any newly created or surviving successor entity that results from a merger, reorganization or consolidation involving Lessee or a direct or indirect parent company of Lessee.

19. Brokers. Each party represents and warrants to the other that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Lease, except for Newmark Group Inc. representing Lessee ("Broker"), and that it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. Lessee will pay Broker a commission in connection with the execution of this Lease pursuant to a separate written agreement between Lessee and Broker. Each party will indemnify and defend the other party against, and hold the other party harmless from, any claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing in connection with this Lease on account of the indemnifying party's dealings with any real estate broker or agent (other than Broker).

20. A party's failure to perform any obligation under this Lease within 30 days of its receipt of notice of non-performance from the other party will constitute a default. However, if the non-performance cannot reasonably be cured within such 30-day period, it will not be a default under this Lease if the non-performing party commences action to cure the non-performance within such 30-day period and proceeds with due diligence to cure and fully cures the non-performance. In the event of a default, the non-defaulting party may resort to any remedies to which it is entitled under this Lease, at law or in equity. All remedies to which a party is entitled are cumulative and are not exclusive of other remedies to which a party may be entitled. Use of one or more remedies does not bar the use of any other remedy.

21. This Lease may be signed in one or more identical counterparts, which together will constitute the same agreement. Signatures to this Lease that are photocopied or electronically stored or transmitted will be deemed to be originals, and both parties will accept and be bound by such signatures.

22. The parties acknowledge and agree that: (a) they are parties to that certain Lease Agreement for the Lease Premises dated September 24, 2004, which expired on May 15, 2015 ("Prior Lease"); (b) since the expiration of the Prior Lease, Lessee has been occupying the Leased Premises under a month to month tenancy with Lessor's consent pursuant to the terms and conditions of the Prior Lease; (c) the parties have met all obligations under the Prior Lease during such month to month tenancy, and as of the Effective Date of this Lease, such month to month tenancy is terminated. This Lease and any exhibits contain the entire agreement between the parties. All prior negotiations, correspondence, leases and agreements are superseded by this Lease.

23. This Lease may not be modified or changed except by written instrument signed by Lessor and Lessee.

24. If any term or provision of this Lease or any application thereof will be invalid or unenforceable, then the remaining terms and provisions of this Lease and any other application of such term or provision will not be affected thereby.

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY THEREOF, Lessor and Lessee have entered into this Lease as of the Effective Date.

LESSOR:

CITY OF PRINCETON

By: _____
Thom Walker, Mayor

Attest: _____
Shawna Jenkins, City Clerk

Signature Date: _____

LESSEE:

Qwest Corporation, a Colorado corporation

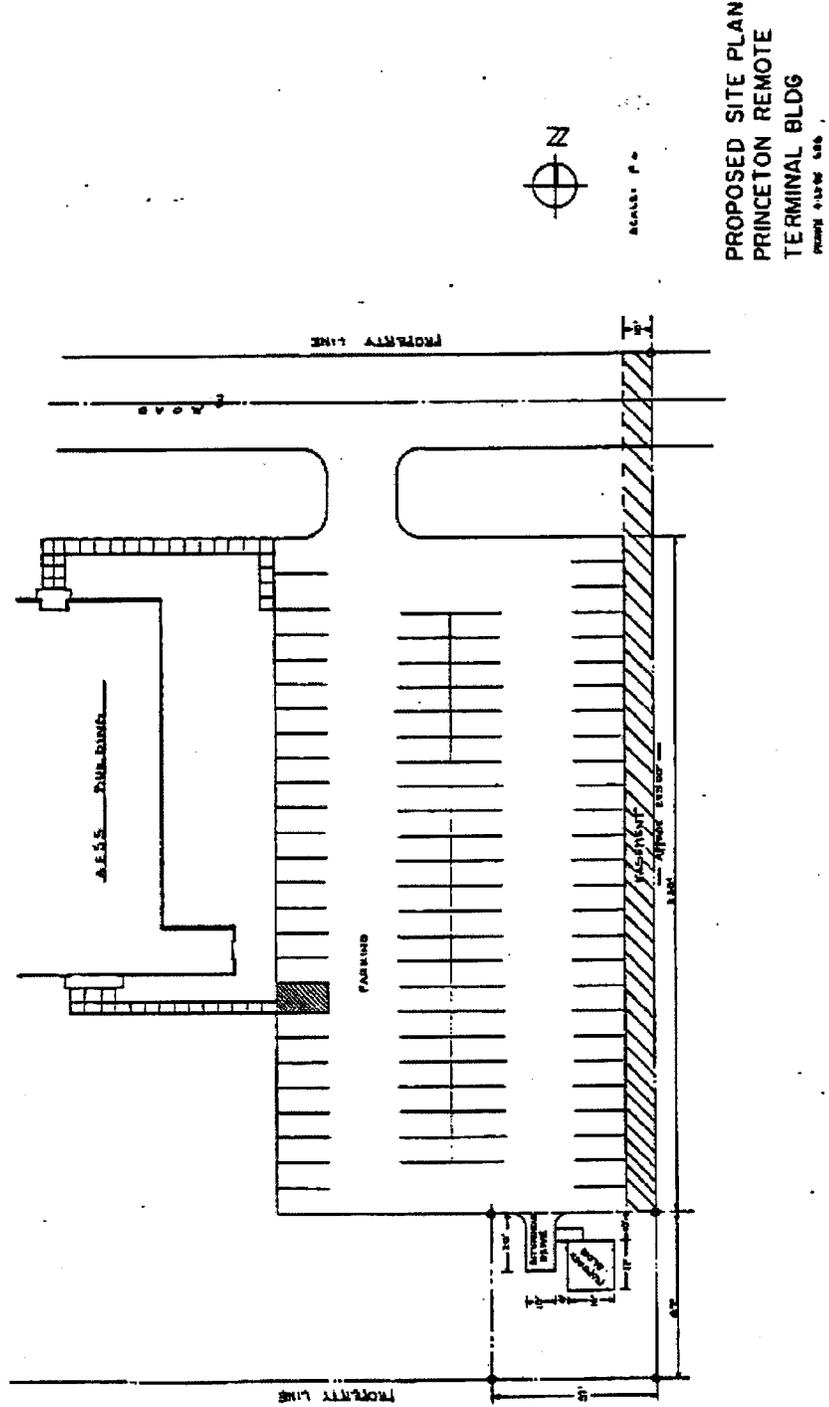
By: Kimberly Sweatt
Kimberly Sweatt (Apr 13, 2023 14:23 CDT)

Printed Name: Kimberly Sweatt

Title: Director of Real Estate
Transactions and Analysis

Signature Date: Apr 13, 2023

EXHIBIT A



PROPOSED SITE PLAN
PRINCETON REMOTE
TERMINAL BLDG
SCALE: 1" = 10' 0"