

NORTH CAROLINA

LEASE AGREEMENT

CHATHAM COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this _____ day of _____, 2021 by and between Silk Hope Volunteer Fire Department, Inc. ("Lessor") whose mailing address for notices is 8110 Silk Hope Gum Springs Road, Siler City, North Carolina 27344-7067, and Chatham County, a body corporate and politic of the State of North Carolina ("Lessee" or "County") whose mailing address for notices is Post Office Box 1809, Pittsboro, North Carolina 27312;

WITNESSETH:

WHEREAS, County has requested that Lessor lease to County real property (hereinafter described in Appendix 1) so that County may use the same for an emergency operations tower; and

WHEREAS, Lessor has agreed to lease the said real estate to County;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein set forth, the Parties agree as follows:

1. **PREMISES.** Lessor hereby leases and lets unto County and County hereby takes and hires from Lessor upon and subject to the terms, conditions, covenants, and provisions hereof, a certain parcel of real estate located in Siler City, North Carolina, more particularly described on Appendix 1, attached hereto and incorporated herein by reference (hereinafter the "Premises"). In addition, County shall have the right of ingress egress, and regress to the Premises across the adjoining property of Lessor, at the location currently being used by the County to access the Premises, which location is subject to change by Lessor from time to time, provided the new location provides equivalent access and is acceptable to the County. The Premises shall be used by Chatham County as a communications tower ("Tower").
2. **TERM.** The term of this Lease will commence on the _____ day of _____, 2021 (the "Commencement Date ") and shall exist and continue for a term of ten (10) years unless terminated as hereinafter provided. Upon written agreement by the Parties hereto, this Lease may be renewed in successive ten (10) year terms unless terminated as hereinafter provided.
3. **RENT.** County shall pay Lessor rent of \$1.00 per year, or \$10.00 for the term, payable on or before the Commencement Date.
4. **TAXES.** Lessor shall pay all real estate taxes and assessments levied or assessed upon the leased Premises.
5. **IMPROVEMENTS.** It is understood and agreed that County will erect a Tower, and may erect, install, construct, rebuild, maintain, operate, inspect, repair, improve, and replace such Tower or other structures or appurtenances in connection with establishing, operating, and maintaining such communications systems as the County shall deem necessary or appropriate in the conduct of its business upon the Premises. The Tower shall be and remain the sole property of County and, at the option of County, may be removed from the Premises while this Lease is in effect, or within twelve (12) months after the expiration of the term. Lessor shall have no liability for the acts or omissions of the County and its agents, successors, and assigns associated with the Tower whether occurring during the term or after its expiration,

and County shall indemnify and hold Lessor harmless from said acts of County causing liability.

6. ACCESS. In addition to the access set out in paragraph 1, Lessor shall furnish County with vehicular access from the public road during the term of this Lease. County is solely responsible for the erection, installation, construction, maintenance, operation, inspection, repair, improvement, and replacement of any access road, including the cost of any required permits and any required land use or other approvals. The County shall construct a separate access connecting the public road to the Premises. Prior to commencing construction activities, County shall provide construction drawings to Lessor showing the proposed layout of the access road. County shall not take any action, including but not limited to construction of the access road without the prior written consent of Lessor. The County shall have the right to secure the Premises with fencing, gates, locks, or other means. The County shall maintain the road providing access to the Premises to the standard required for its vehicles.

7. REMOVAL/RESTORATION. All portions of the Tower brought onto the Property by the County will be and remain the County's personal property and, at the County's option, may be removed by the County at any time during the Term. Within one hundred twenty (120) days of the expiration or termination of this Lease, the County shall remove from the Premises all of the County's above-ground improvements and any foundations to a depth of three (3) feet below grade. The County shall restore the Premises to its condition at the commencement of the Lease. This Section 7 shall survive all events of termination or expiration under this Lease.

8. INDEMNIFICATION. To the fullest extent permitted by law, County shall indemnify, hold harmless, and defend Lessor against any and all losses, damages, liabilities, judgements, penalties, fines, or costs including reasonable attorneys' fees incurred by Lessor that are caused as a result of County's use of said Premises, or that of its agents, successors, and assigns, or proximately caused by the County's negligent acts or omissions during the term and until the Tower is removed, if the County elects to remove the Tower. Lessor and County each waive any claims that each may have against the other with respect to consequential, incidental, or special damages.

9. OTHER USES. It is agreed that Lessor shall have the right to use the Premises for pasture or other uses as long as the same does not interfere with County's use of the Premises.

10. EASEMENT. It is understood and agreed that upon the request of the County, Lessor shall execute an easement for purposes of an electric utility transmission line to the Premises over and across other property of Lessor's. County shall be responsible for all costs, fees, and expenses associated with the easement, including attorneys' fees and recording fees.

11. ASSIGNMENT AND SUBLETTING. County shall not directly or indirectly, voluntarily, by operation of law or otherwise, assign, transfer, mortgage, or encumber this Lease, or sublet the Premises or any part thereof, or suffer or permit the Premises or any part thereof to be used or occupied by any other person or entity without the prior written notification of Lessor. Any notification shall be in writing and accompanied by a true copy of any offer to take an assignment or sublease, as well as a copy of the proposed assignment or sublease. County shall furnish to Lessor all information reasonably requested by Lessor including but not limited to the intended use of the Premises by the proposed assignee or subtenant.

12. INSURANCE. County shall maintain general liability and property liability policies of insurance covering the potential liability caused by any acts of its agents, successors, or assigns, having policy limits of at least one million dollars (\$1,000,000) and shall list Lessor as an additional insured party.

13. GOVERNING LAW. This Lease will be governed by the laws of the State of North Carolina.

IN TESTIMONY WHEREOF, the Parties have hereunto set their hands and seals, effective the day and year first written above.

CHATHAM COUNTY

By: _____
Mike Dasher, Chairman
Chatham County Board of Commissioners

ATTEST:

Lindsay K. Ray, NCCCC, Clerk
Chatham County Board of Commissioners

SILK HOPE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____

Name: _____

Title: _____

ATTEST:

Secretary

APPENDIX 1

DESCRIPTION OF PREMISES

Silk Hope fire department station #13 tower site

Deed name: Silk Hope Volunteer Fire Department Inc.

Lease Property address: 5224 Silk Hope Liberty Rd, Siler City, NC 27344

The following equipment will be installed at the site:

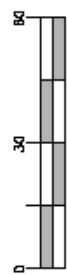
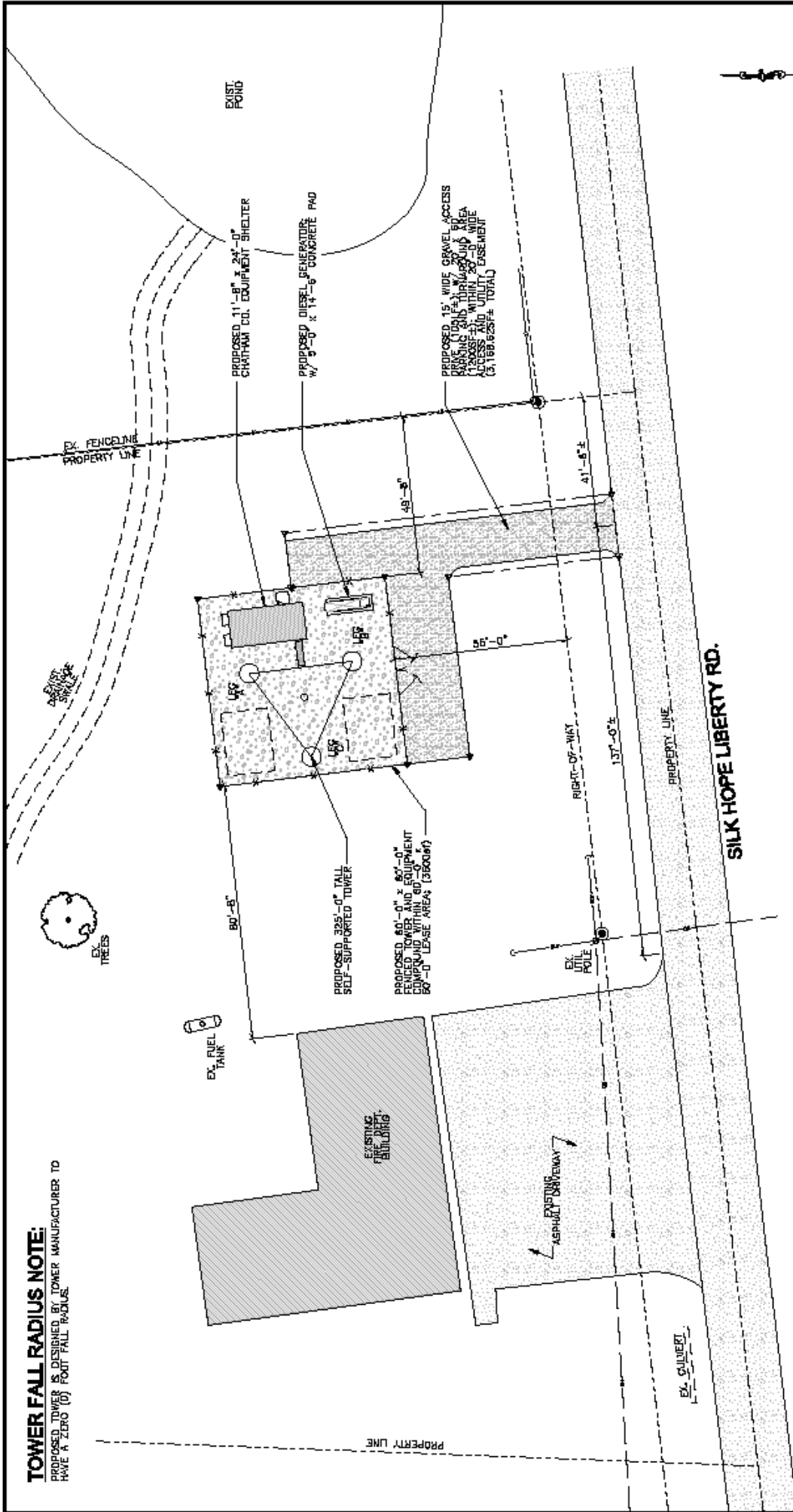
- 325' self-supporting tower
- 12'x24' equipment shelter
- Generator
- Chain link fence surrounding the approximately 60'x60' compound
- Future space for additional equipment and providers
- Gravel driveway leading to the compound

Description of Property

BEGINNING at a point located in the center of State Road 1346, in Victor Aldridge's Southwestern corner, in Elroy Teague's Northern line, and being Point Number 10, as per Plat hereinafter referenced; and running thence with the center of State Road 1346, South 87° 46' 42" West 173.54 feet to a point located in the center of said Road, in Blake B. Teague's new corner; thence with Teague's new line, North 06° 27' 33" East 330.04 feet to an iron stake; thence continuing with Teague's new line, North 87° 46' 57" East 124.99 feet to an iron stake located in Victor Aldridge's Western line; thence with Aldridge's line, South 02° 00' East 326.25 feet to a point located in the center of State Road 1346, and being the point and place of BEGINNING, containing 1.000 Acres, more or less, and being all of Lot No. 1, as per Plat entitled "Survey for Silk Hope Volunteer Fire Dept.", prepared by Rufus L. Johnson, RLS, dated July 2, 1985, and recorded in Plat Cabinet A, at Slide 372, Chatham County Registry, to which Plat reference is made for greater certainty of description.

TOWER FALL RADIUS NOTE:

PROPOSED TOWER IS DESIGNED BY TOWER MANUFACTURER TO HAVE A ZERO (0) FOOT FALL RADIUS.



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C-2

SITE PLAN

11X17 SCALE: 1" = 30'-0"

24X36 SCALE: 1" = 15'-0"

NO.	DATE	REVISION
1	11/19/2019	REV CONSTRUCTION PERMITS
2	12/12/2019	REV CONSTRUCTION PERMITS
3	05/02/2020	100% CONSTRUCTION DRAWINGS
4	06/29/2020	UPDATE PERMIT REGISTRATION
5	12/01/2020	UPDATE SITE PLAN

KCI
ASSOCIATES OF PC

4808 FALLS OF HEBER RD.
PALMER, NORTH CAROLINA 27809
(819) 763-8711
ENGINEERS & PLANNERS • ECOLOGISTS

MOTOROLA SOLUTIONS

MOTOROLA SOLUTIONS, INC.
6725 BRIDLECREEK RD., SUITE 123
CHARLOTTE, NC 28212
CONTACT: (703) 963-7626
PROJECT: FEATHER HISSON

SILK HOPE FIRE STATION

5229 SILK HOPE LIBERTY RD.
SILK HOPE, NC 27884
CHATHAM COUNTY, NC

DATE OF ORIGINATION : 07/01/2019
DRAWN BY : TMM APPROVED BY :
CHECKED BY : KCF KC# : D11804897_A

CHATHAM COUNTY, NC
PLANNING DEPARTMENT
80-A EMET STREET.
FITSBERG, NC 27812
(919) 662-3604

SITE PLAN

C-2

SCALE