

CHATHAM COUNTY

**THIS LEASE AGREEMENT** (this "Lease "), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Goldston Rural Fire Department, Inc. ("Lessor") whose mailing address for notices is Post Office Box 432, Goldston, North Carolina, 27252 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, N011h Carolina 27312;

**WITNESSETH:**

**WHEREAS**, County has requested that Lessor lease to County real property (hereinafter described) 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 here of, a certain parcel of real estate located in Goldston, North Carolina, more particularly described as a 60' x 60' fenced tower and equipment compound and driveway and access utility easement as shown 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 Emergency Management as a communications tower.
2. **TERM.** The term of this Lease will commence on the \_\_\_\_ day of \_\_\_\_\_. 2020 (the "Commencement Date ") and shall exist and continue for a term of forty (40) years unless terminated as hereinafter provided.
3. **RENT.** County shall pay Lessor rent of \$1.00 per year, or \$40.00 for the term, payable on or before the Commencement Date.
4. **TAXES.** Lessor shall pay all real estate taxes and assessment levied or assessed upon the leased Premises.
5. **IMPROVEMENTS.** It is understood and agreed that County has erected 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 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 at any

time while this Lease is in effect. In addition, the County agrees that it will remove the tower from the Premises 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 to the Premises during the term of this Lease. It is expressly understood that if the road now available for vehicular access to the property shall be altered or closed, then another means for vehicular access to said premises shall be constructed at no cost to the County over and across other lands 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. THIRD PARTY DAMAGES. Lessor shall not be liable for any damages to third parties caused as a result of County's use of said Premises, or that of its agents, successors, and assigns, and County shall hold Lessor harmless from such claims resulting from the County's negligence during the term and until the tower is removed, if the County elects to remove the tower.
8. 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.
9. 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
10. INSURANCE. County shall maintain a liability policy of insurance covering the potential liability caused by any acts of its agents, successors, or assigns, and shall have policy limits of at least one million dollars (\$1,000,000), and shall list Lessor as an additional insured party.

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

CHATHAM COUNTY

By: \_\_\_\_\_  
Karen Howard, Chair

ATTEST:

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

GOLDSTON RURAL FIRE DEPARTMENT, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

## APPENDIX 1(a)

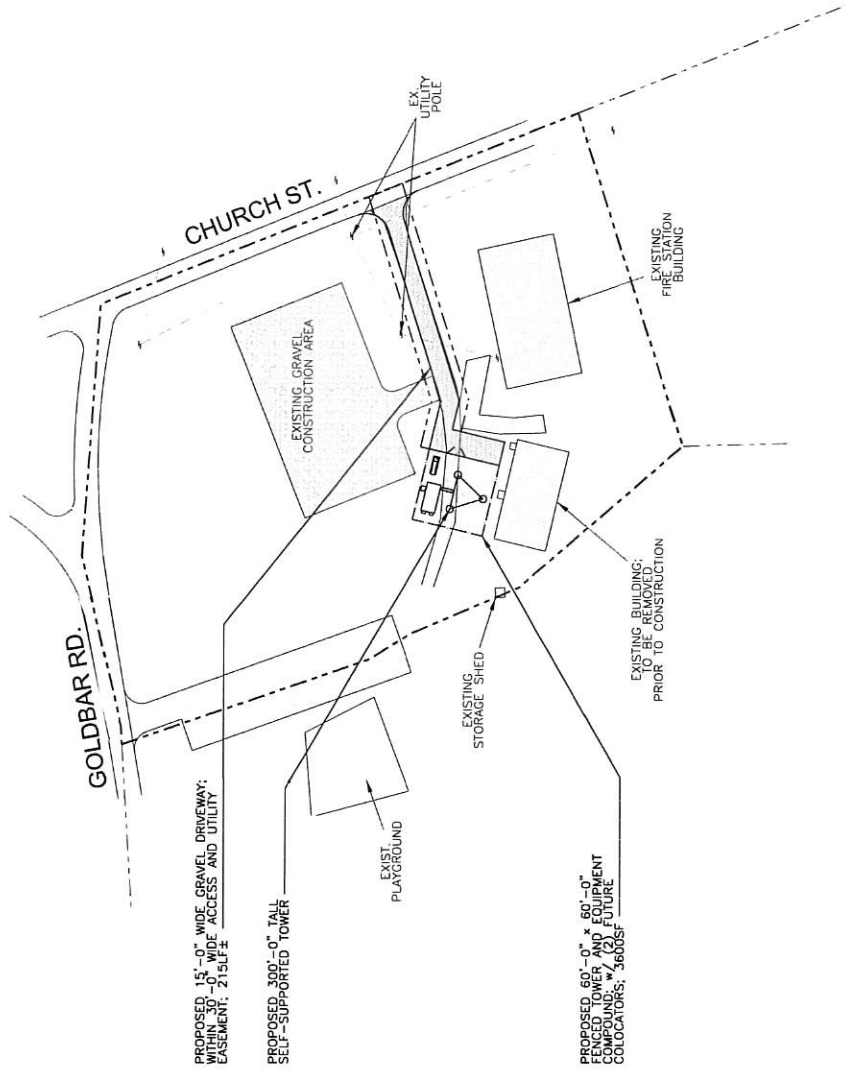
### DESCRIPTION OF PREMISES

488 S. Church Street, Goldston, NC 27252

The following equipment will be installed at the site:

- 350' 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

# Attachment 1(b)



1  
SS-1

**SITE OVERVIEW**  
SCALE: 1" = 100'-0"

NO.	DATE	REVISION
90%	03/30/2020	90% SITE SKETCH
95%	04/01/2020	95% SITE SKETCH
100%	05/19/2020	100% SITE SKETCH

**KCI**  
ASSOCIATES OF NC  
4505 FALLS OF ASHE RD.  
RALEIGH, NORTH CAROLINA 27609  
ENGINEERS • PLANNERS • ECOLOGISTS

**MOTOROLA SOLUTIONS**  
MOTOROLA SOLUTIONS, INC. 123  
8720 CHARLOTTE, NC 28217  
CONTACT: HEATHER MASON  
PHONE: (513) 470-6236

**GOLDSTON**  
486 CHURCH ST  
GOLDSTON, NC 27752  
CHATHAM COUNTY, NC

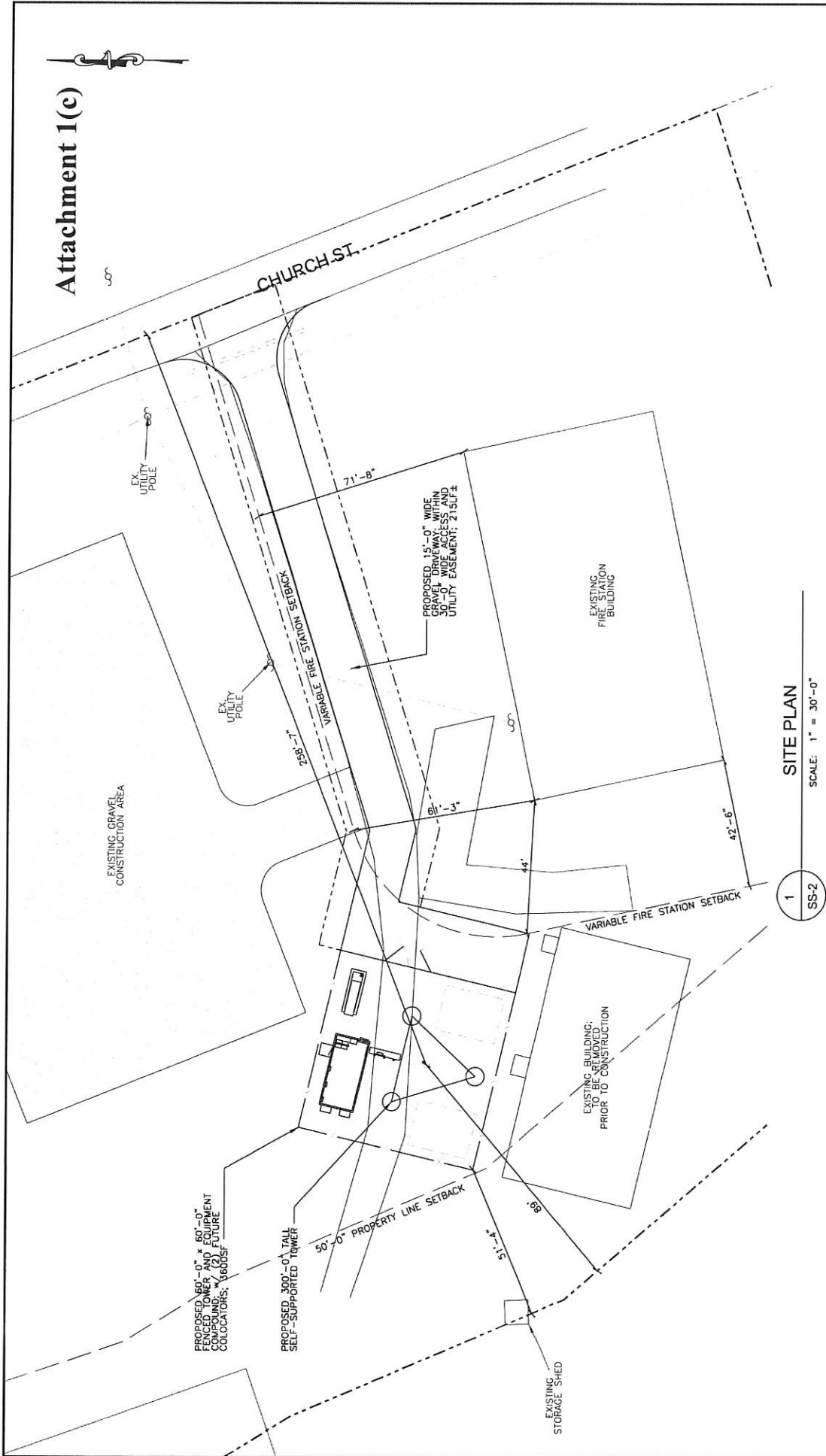
DATE OF ORIGINATION : 03/01/2020  
DRAWN BY : TNW APPROVED BY :  
CHECKED BY : KCI# : 011904697\_x

CHATHAM COUNTY, NC  
PLANNING DEPARTMENT  
80-A EAST STREET  
PITTSBORO, NC 27312  
(919) 542-8204

**SITE OVERVIEW**  
**SS-1**


SCALE:

# Attachment 1(c)




**1**  
SS-2  
SITE PLAN  
SCALE: 1" = 30'-0"

NO.	DATE	REVISION
90%	03/30/2020	90% SITE SKETCH
95%	04/01/2020	95% SITE SKETCH
100%	05/19/2020	100% SITE SKETCH




**KCI**  
ASSOCIATES OF NC  
4506 FAHLE OF WISSE RD.  
RALEIGH, NC 27609  
PHONE: (919) 733-3214  
ENGINEERS • PLANNERS • ECOLOGISTS



**MOTOROLA SOLUTIONS**  
MOTOROLA SOLUTIONS, INC.  
8720 RED OAK BLVD., SUITE 123  
CHARLOTTE, NC 28217  
CONTACT: HEATHER MASON  
PHONE: (513) 470-6238

**GOLDSTON**  
486 CHURCH ST.  
GOLDSTON, NC 27252  
CHATHAM COUNTY, NC

DATE OF ORIGINATION : 03/01/2020  
DRAWN BY : TNW APPROVED BY :  
CHECKED BY : KCI# : 011904897\_x

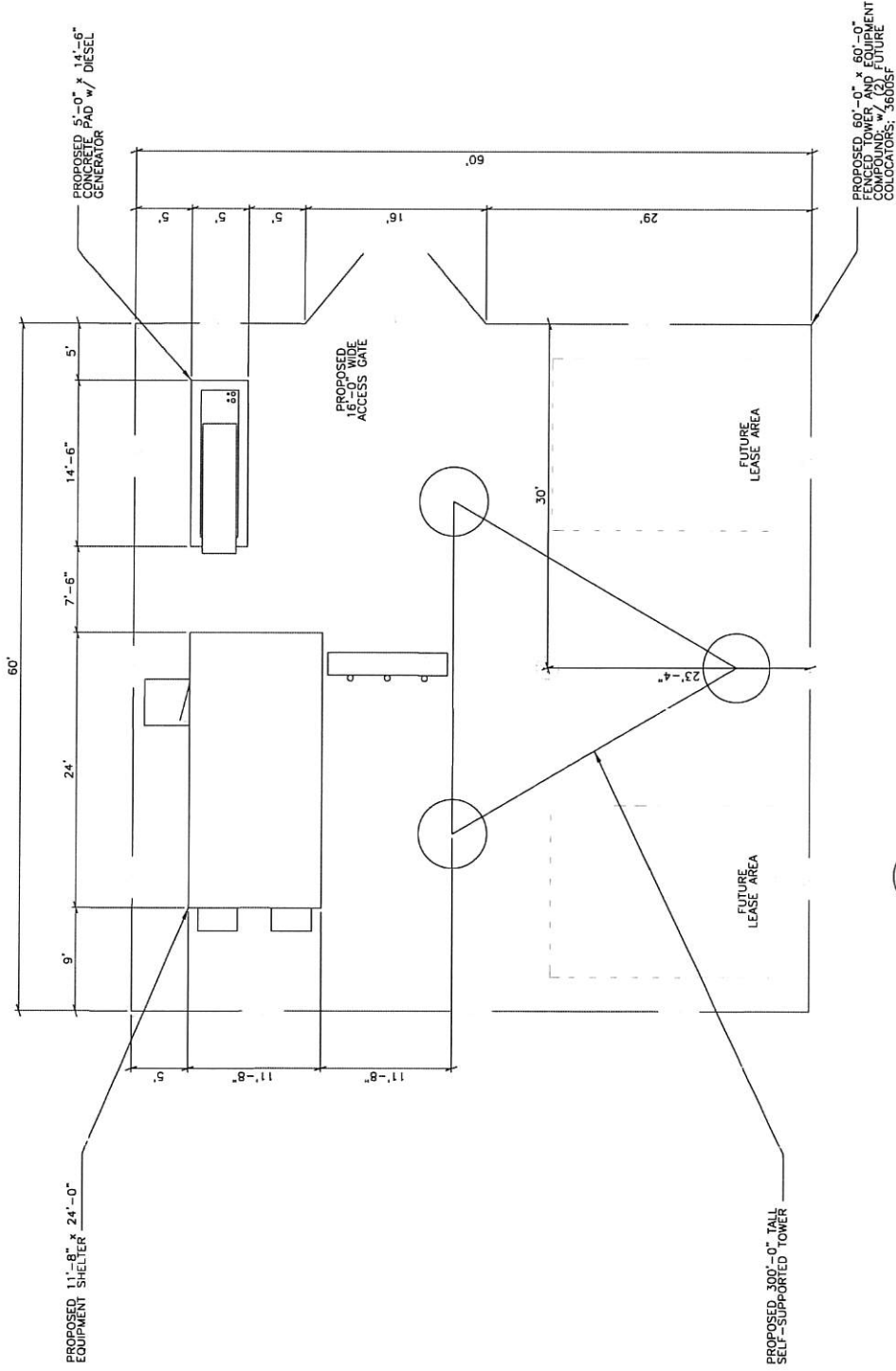


CHATHAM COUNTY, NC  
PLANNING DEPARTMENT  
804 EAST STREET  
PITTSBORO, NC 27312  
(919) 542-8204

**SITE PLAN**  
**SS-2**

SCALE

# Attachment 1(d)



1  
SS-3


SITE DETAIL  
SCALE: 1" = 10'-0"

NO.	DATE	REVISION
90%	03/30/2020	90% SITE SKETCH
95%	04/01/2020	95% SITE SKETCH
100%	05/19/2020	100% SITE SKETCH

**KCI**  
ASSOCIATES OF NC  
4505 FALLS OF GEORGE RD.,  
RALEIGH, NC 27609  
ENGINEERS • PLANNERS • ECOLOGISTS

**MOTOROLA SOLUTIONS**  
MOTOROLA SOLUTIONS, INC.  
8720 WILSON ROAD, SUITE 723  
CHARLOTTE, NC 28271  
CONTACT: HEATHER MASON  
PHONE: (513) 470-6238

GOLDSTON  
486 CHURCH ST.  
GOLDSTON, NC 27252  
CHATHAM COUNTY, NC  
DATE OF ORIGINATION : 03/01/2020  
DRAWN BY : TNW APPROVED BY :  
CHECKED BY : KCI# : 011904897-X

  
CHATHAM COUNTY, NC  
PLANNING DEPARTMENT  
80-A EAST STREET.  
PITTSBORO, NC 27312  
(919) 542-8204

SCALE:  
SITE DETAIL  
SS-3