

NORTH CAROLINA

LEASE AGREEMENT

CHATHAM COUNTY

THIS LEASE AGREEMENT (this "Lease"), is made and entered into this ____ day of _____, 2020 by and between the Moncure Volunteer Fire Department, Inc. ("Lessor") whose mailing address for notices is Post Office Box 289, Moncure, North Carolina 27559-0289, and Chatham County, a body corporate and politic of the State of North Carolina ("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) 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 Moncure, North Carolina, more particularly described on Appendix 1 and shown on Appendix II, 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 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 allow County to have 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. However the County shall not secure the driveway in such a way that prohibits use by Lessor, its agents and assigns. The County shall maintain the road providing access to the Premises to the standard required for its vehicles.

7. **INDEMNIFICATION OF LESSOR. THIRD PARTY DAMAGES.** Commencing upon the day Lessee first enters upon the Premises the County will indemnify, defend and hold harmless Lessor (its members, managers, employees, agents and affiliates) from and against any and all claims, actions, loss, damages, liabilities, costs, expenses, and reasonable attorney fees in connection with loss of life, personal injury and/or damage to property arising from or out of (i) the negligent or willful acts or omissions of the County, its officers, agents, contractors, subcontractors, employees or licensees;(ii) the tower or equipment located on the Premises or (iii) the failure of the County to comply with or perform any of its covenants or obligations under the this Lease in any respect.

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 as described in APPENDIX II.

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, Chairman

ATTEST:

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

MONCURE VOLUNTEER FIRE DEPARTMENT, INC.

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

APPENDIX 1

DESCRIPTION OF PREMISES

2387 Old US 1
Moncure, North Carolina 27559

The following equipment will be installed at the site in the location shown in Appendix II attached hereto and incorporated herein.

- 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

Description of Property:

COMMENCING AT A REBAR FOUND IN THE NORTH RIGHT OF WAY LINE OF OLD US HIGHWAY 1 AND ITS INTERSECTION WITH THE COMMON LINE BETWEEN THE MONCURE HOLDINGS WEST, LLC TRACT AS RECORDED IN DEED BOOK 1829 PAGE 892 IN THE CHATHAM COUNTY DEED REGISTRY AND THE MONCURE VOLUNTEER FIRE DEPARTMENT, INC. TRACT AS RECORDED IN DEED BOOK 1084 PAGE 333 AND PLAT SLIDE 2004 PAGE 40 AND PLAT SLIDE 2004 PAGE 368 AS RECORDED IN SAID DEED REGISTRY; THENCE, ALONG SAID COMMON LINE, N07°59'10"E, 217.36 FEET TO AN IRON STAKE SET, BEING THE PLACE AND POINT OF BEGINNING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, LEAVING SAID POINT OF BEGINNING, ALONG A NEW LINE WITH SAID MONCURE HOLDINGS WEST, LLC, THE FOLLOWING THREE COURSES: N81°56'28"W, 620.35 FEET TO AN IRON STAKE SET; N08°35'44"E, 287.84 FEET TO AN IRON STAKE SET; S80°52'43"E, 1007.27 FEET TO AN IRON STAKE SET IN THE WEST RIGHT OF WAY LINE OF PEA RIDGE ROAD, AKA STATE ROAD 1792; THENCE, ALONG SAID WEST RIGHT OF WAY LINE, S07°58'52"W, 40.67 FEET TO AN IRON STAKE RESET IN THE NORTHEAST CORNER OF SAID MONCURE VOLUNTEER FIRE DEPARTMENT, INC. TRACT; THENCE, LEAVING SAID WEST RIGHT OF WAY LINE OF PEA RIDGE ROAD ALONG TWO COMMON LINES TO BE REMOVED WITH SAID MONCURE HOLDINGS WEST, LLC. AND SAID MONCURE VOLUNTEER FIRE DEPARTMENT, INC. THE FOLLOWING TWO COURSES, N80°56'56"W, 389.84 FEET TO A BENT NUMBER 6 REBAR FOUND; S07°59'10"W, 235.23 FEET TO THE PLACE AND POINT OF BEGINNING, CONTAINING 4.374 ACRES, MORE OR LESS, AS SHOWN ON A PLAT OF SURVEY ENTITLED "RECOMBINATION PLAT, MONCURE VFD STATION #8, DATED 09.11.19, PREPARED BY RICHARD ELLIS BULLOCK JR. PROFESSIONAL LAND SURVEYOR, LICENSE NUMBER 3266, MAERSTAN, PLLC. THIS DESCRIPTION PREPARED BY RICHARD ELLIS BULLOCK, JR., PROFESSIONAL LAND SURVEYOR ON SEPTEMBER 30, 2019. AS ALSO SHOWN ON PLAT 2019, PAGE 234 RECORDED ON OCTOBER 31, 2019 IN THE CHATHAM COUNTY DEED REGISTRY.

APPENDIX II

Tower placement and access road location is agreed to be as shown in the site plan below.

Utility easement will be located as shown in **RED** in the site plan below and will not deviate from this area without prior written permission from the Lessor.

