

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management

Department contract file name (use effective date): GoldstonFire_EC_20200817

Project Code: Click here to enter text.

Contract type: Lease

Contracted Services/Goods: Land lease for radio tower

Contract Component: Master

Change Order Number/Addendum Number: Click here to enter text.

Vendor Name: Goldston Fire Department

Effective Date: 8/17/2020

Approved by: Commissioners

Commissioner Approval Date:

Ending Date: Click here to enter a date.

Total Amount: \$40.00

Is this contract funded by federal dollars? Yes No

2. Department Head or his/her designee has read the contract in its entirety.

By: Michael R. Kelly (Department Head signature required)

3. County Attorney has reviewed and approved the contract

County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No



If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No

5. Vendor has signed the contract. Yes No

6. A budget amendment is necessary before approval. Yes No

If budget amendment is necessary, please attach to this form.

7. Approval

Requires approval by the BOC - contracts over \$100,000.00, contracts longer than three years and leases longer than one year. Follow Board submission guidelines.

Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only

Finance Officer has signed the contract

The Finance Officer is not required to sign the contract

**NORTH CAROLINA
AGREEMENT
CHATHAM COUNTY**

LEASE

THIS LEASE AGREEMENT (this "Lease "), made and entered into this 17 day of August, 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 17 day of August, 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

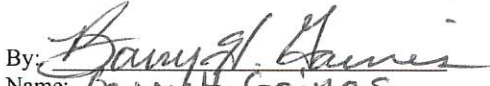
ATTEST:



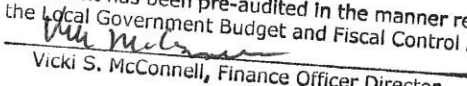
Lindsay K. Ray, NCCCC, Clerk
Chatham County Board of Commissioners 4

GOLDSTON RURAL FIRE DEPARTMENT, INC.

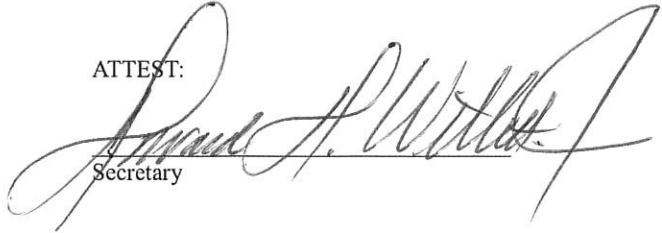
By:



Name: Barry H. Gaines
Title: Chairman

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Vicki S. McConnell, Finance Officer Director

ATTEST:



Secretary

APPENDIX 1(a)

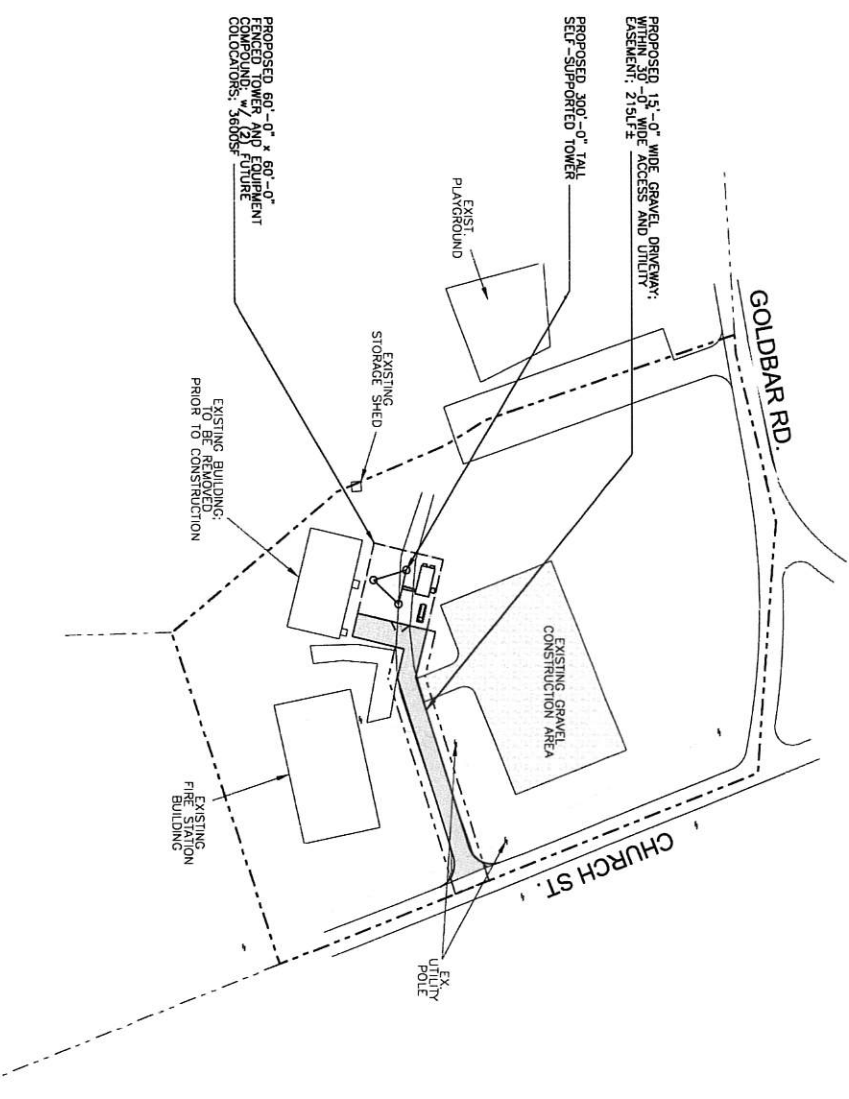
DESCRIPTION OF PREMISES

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 | PERSON |
|------|------------|------------------|
| 902 | 03/30/2020 | 902 SITE SKETCH |
| 935 | 04/01/2020 | 935 SITE SKETCH |
| 1008 | 05/19/2020 | 1008 SITE SKETCH |

4505 DALE OF HOUSE RD.
SUITE 400
RALEIGH, NORTH CAROLINA 27609
ENGINEERS * PLANNERS * EOL00815

MOTOROLA SOLUTIONS, INC.
7720 CHARLOTTE, NC 28217
CONTACT: HEATHER WATSON
PHONE: (513) 470-6238

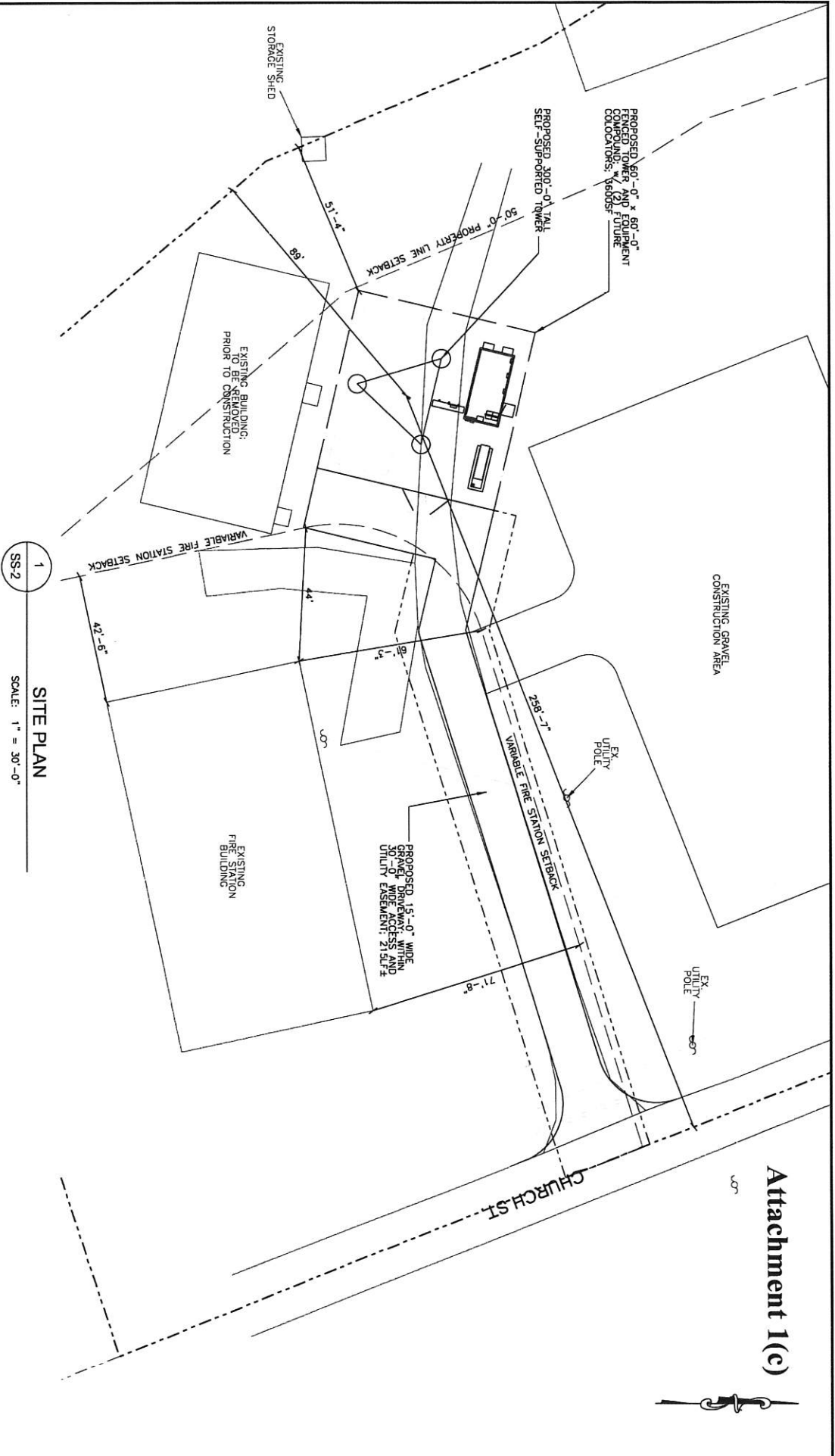
GOLDSTON
486 CHURCH ST.
GOLDSTON, NC 27252
CHATHAM COUNTY, NC

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

CHATHAM COUNTY, NC
PLANNING DEPARTMENT
80A EAST STREET
PITTSBORO, NC 27312
(919) 942-8204

SITE OVERVIEW
SS-1

Attachment 1(c)



1
SS-2

SITE PLAN
SCALE: 1" = 30'-0"

| NO. | DATE | REVISION |
|------|------------|------------------|
| 902 | 03/30/2020 | 902 SITE SKETCH |
| 903 | 04/01/2020 | 903 SITE SKETCH |
| 1008 | 05/19/2020 | 1008 SITE SKETCH |

4505 HALE OF ROUSE RD.
RALEIGH, NORTH CAROLINA 27609
ENGINEERS & PLANNERS • ECOL00515

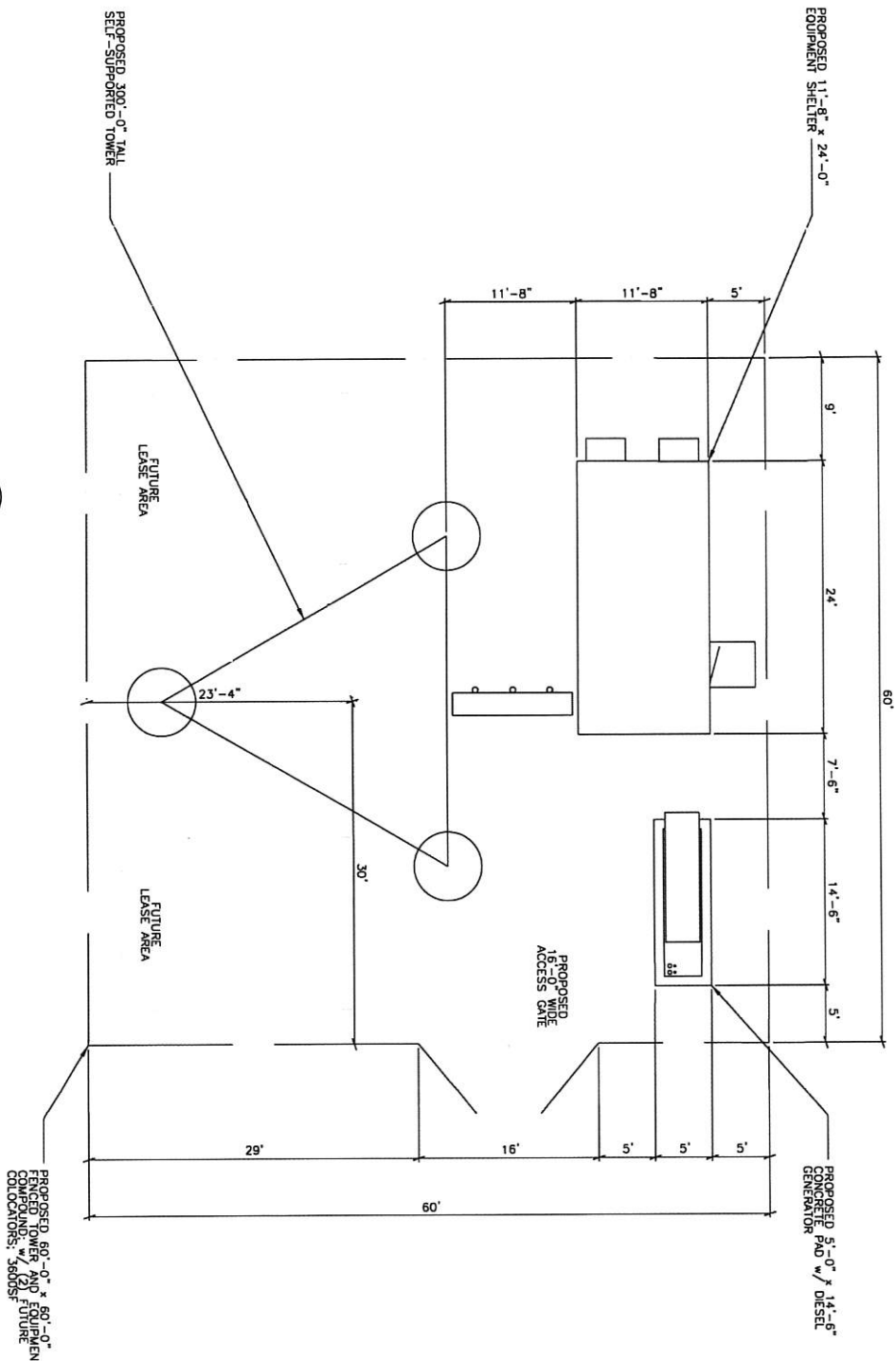
MOTOROLA SOLUTIONS, INC.
8720 CHARLOTTE NC 28217
CONTACT: HEATHER WATSON
PHONE: (513) 470-6238

GOLDSTON
486 CHURCH ST.
GOLDSTON, NC 27252
CHATHAM COUNTY, NC
DATE OF ORIGINATION : 03/01/2020
DRAWN BY : TNW APPROVED BY :
CHECKED BY : KCI# : 011904837_LX

CHATHAM COUNTY, NC
PLANNING DEPARTMENT
80A EAST STREET
PITTSBORO, NC 27312
(919) 942-8204

SITE PLAN
SS-2



Attachment 1(d)




1
SS-3

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

| NO. | DATE | REVISION |
|------|------------|------------------|
| 001 | 01/19/2020 | 90X SITE SKETCH |
| 002 | 04/01/2020 | 93X SITE SKETCH |
| 1001 | 05/19/2020 | 100X SITE SKETCH |

| | |
|---|--|
|  KCI ASSOCIATES OF NC | 4505 FAULSTON AVENUE RALEIGH, NORTH CAROLINA 27609 ENGINEERS • PLANNERS • ECOLOGISTS |
| |  MOTOROLA SOLUTIONS MOTOROLA SOLUTIONS, INC. 123 8720 CHARLOTTE, NC 28217 CONTACT: HEATHER WATSON PHONE: (513) 470-6238 |

| | |
|--|---|
| GOLDSTON 486 CHURCH ST. GOLDSTON, NC 27752 CHATHAM COUNTY, NC | DATE OF ORIGINATION : 03/01/2020 DRAWN BY : TNW APPROVED BY : CHECKED BY : KCI# : 011904897_LX |
|--|---|

| | |
|--|----------------------------|
|  CHATHAM COUNTY, NC PLANNING DEPARTMENT 804 EAST STREET PITTSBORO, NC 27312 (919) 842-8204 | SITE DETAIL SS-3 |
|--|----------------------------|