

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): NCDPS_EmergComms_20241107

Project Code: Click here to enter text.

Contract type: Lease

Contracted Services/Goods: Radio Tower Space

Contract Component: Master

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

Vendor Name: State of North Carolina

Effective Date: 20241107

Approved by: Commissioners

Date approved by the BOC: 10/7/2024

Ending Date: Click here to enter a date.

Total Amount: n/a

Please Return Contract to:
Name: Mike Reitz
Email:
mike.reitz@chathamcountync.gov
Special Instructions for Clerks
Office:

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

Return to: Attorney General's Office / Property Control Section, Post Office Box 629, Raleigh, NC 27602
SPO File No.: 19-LL-13

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF CHATHAM

THIS MEMORANDUM OF LEASE, is made as of the last date set forth in the notary acknowledgements below, by and between **CHATHAM COUNTY**, a body politic and corporate hereinafter referred to as "Lessor" and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Lessee."

Lessor and Lessee entered into a Lease Agreement dated _____ 2024 (the "Lease"), the terms, covenants and conditions of which are hereby incorporated in this Memorandum of Lease, for a term of ten (10) years, commencing on the 1st day of November 2024 and terminating on the 31st day of October 2034 (the "Initial Term"). This lease shall be automatically extended for two (2) additional ten (10) year periods (the "Renewal Terms") extending the maximum possible term to the 31st day of October 2054.

In consideration of the terms, covenants, conditions and rental as set forth in the Lease, Lessor leased to Lessee that certain premises described as follows: (a) non-exclusive space on the towers located at the sites described below to install communications antennas together with such additional exclusive space on the towers as necessary for the attachment and installation of wires, cables and conduits (the "Tower Space") and (b) space in the existing equipment buildings (the "Building Space") located at each site. The Tower Space, the Building Space, designated parking and the right of Lessee to access the sites, subject to the notice provisions contained in this Lease, are collectively referred to as the "Premises" as further described below:

- a. The existing 350' tower having coordinates of N 35°44'2.8", W 79°27'55.0", located at 188 Innovation Way, Pittsboro, NC.
- b. The existing 300' tower having coordinates of N 35°43'23.2", W 79°25'41.0", located at 492 Progress Blvd, Siler City, NC.
- c. The existing 300' tower having coordinates of N 35°34'21.0", W 79°27'55.0", located at 9586 Siler City Glendon Road, Bear Creek, NC.
- d. The existing 350' tower having coordinates of N 35°27'0.1", W 79°03'10.0", located at 2387 Old US Highway 1, Moncure, NC. This site is offered as a sublease to run concurrent with the 40-year Lease agreement Lessor has with Moncure Volunteer Fire Department dated October 19, and Lessor is permitted to enter into a sublease agreement.
- e. The existing 350' tower having coordinates of N 35°48'43.8", W 79°02'03.0", located at 5410 Big Woods Road, Chapel Hill, NC.

LESSOR:



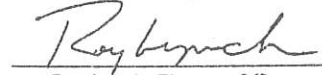
CHATHAM COUNTY


County Manager
Print Name: Dan LaMontagne

ATTEST:


Secretary (Seal)

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



Roy Lynch, Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF Harnett

I, Christy P Thomas, a Notary Public in and for the aforesaid County and State do hereby certify that Dan LaMontagne, County Manager, personally came before me this day and being authorized to do so, acknowledged the execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th day of November, 2024.

My Commission Expires: 5/23/2029


Notary Public
Print Name: Christy P Thomas

LESSEE:
STATE OF NORTH CAROLINA

By: _____
Tim Walton
Director, State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director, State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2024.

Notary Public

Print Name

My Commission Expires: _____

Return to: Attorney General's Office / Property Control Section, Post Office Box 629, Raleigh, NC 27602
SPO File No.: 19-LL-13

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF CHATHAM

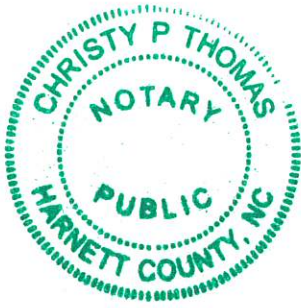
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- d. The existing 350' tower having coordinates of N 35°27'0.1", W 79°03'10.0", located at 2387 Old US Highway 1, Moncure, NC. This site is offered as a sublease to run concurrent with the 40-year Lease agreement Lessor has with Moncure Volunteer Fire Department dated October 19, and Lessor is permitted to enter into a sublease agreement.
- e. The existing 350' tower having coordinates of N 35°48'43.8", W 79°02'03.0", located at 5410 Big Woods Road, Chapel Hill, NC.

LESSOR:



CHATHAM COUNTY


County Manager
Print Name: Dan La Montagne

ATTEST:

Christy Thomas
Secretary (Seal)

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

Roy Lynch
Roy Lynch, Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF Harnett

I, Christy P Thomas, a Notary Public in and for the aforesaid County and State do hereby certify that Dan La Montagne, County Manager, personally came before me this day and being authorized to do so, acknowledged the execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th day of November, 2024.

My Commission Expires: 5/23/2024

Christy Thomas
Notary Public
Print Name: Christy P Thomas

LESSEE:
STATE OF NORTH CAROLINA

By: _____
Tim Walton
Director, State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director, State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of _____, 2024.

Notary Public

Print Name

My Commission Expires: _____

***THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION***

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CHATHAM

THIS LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgements below by and between CHATHAM COUNTY, a body politic and corporate, hereinafter referred to as “Lessor;” and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as “Lessee” (Lessor and Lessee each individually referred to herein as a “Party,” and collectively referred to herein as the “Parties”).

W I T N E S S E T H:

THAT WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessee has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 9th day of January 2018; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW THEREFORE, in consideration of the above statements, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, Lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those Premises, as defined hereinbelow, with all rights, privileges and appurtenances thereto belonging, in Chatham County, North Carolina, and being more particularly described herein.

The Terms and Conditions of this Lease are as follows:

1. Premises. Lessor hereby leases or subleases to Lessee, subject to the terms and conditions of this Lease, (a) non-exclusive space on the towers located at the sites described below to install communications antennas together with such additional exclusive space on the towers as necessary for the attachment and installation of wires, cables and conduits (the “Tower Space”) and (b) space in the existing equipment buildings (the “Building Space”) located at each site. The Tower Space, the Building Space, designated parking and the right of Lessee to access the sites, subject to the notice provisions contained in this Lease, are collectively referred to as the “Premises” as further described below:

- a. The existing 350’ tower having coordinates of N 35°44’2.8”, W 79°27’55.0”, located at 188 Innovation Way, Pittsboro, NC.

- b. The existing 300' tower having coordinates of N 35°43'23.2", W 79°25'41.0", located at 492 Progress Blvd, Siler City, NC.
- c. The existing 300' tower having coordinates of N 35°34'21.0", W 79°27'55.0", located at 9586 Siler City Glendon Road, Bear Creek, NC.
- d. The existing 350' tower having coordinates of N 35°27'0.1", W 79°03'10.0", located at 2387 Old US Highway 1, Moncure, NC. This site is offered as a sublease to run concurrent with the master Lease agreement Lessor has with Moncure Volunteer Fire Department dated October 19, 2020, and Lessor is permitted to enter into a sublease agreement.
- e. The existing 350' tower having coordinates of N 35°48'43.8", W 79°02'03.0", located at 5410 Big Woods Road, Chapel Hill, NC.
- f. The existing 325' tower having coordinates of N 35°48'51.3", W 79°26'56.1", located at 5224 Silk Liberty Hill Road, Siler City. This site is offered as a sublease to run concurrent with the master Lease agreement Lessor has with Silk Hope Volunteer Fire Department dated March 15, 2021, and Lessor is permitted to enter into a sublease agreement.

2. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of November 2024 (the "Commencement Date") and terminating on the 31st day of October 2034 (the "Initial Term"). This lease shall be automatically extended for two (2) additional ten (10) year periods (the "Renewal Term(s)") unless earlier terminated as provided herein. The terms and conditions of this Lease remain the same during the Renewal Term (s). The Initial Term and the Renewal Terms are collectively referred to herein as the "Term."

3. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

4. Equipment /Use /Fixtures. Lessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, transmission lines, waveguides, cables, wires, receivers and generator(s) to support its Voice Interoperability Plan for Emergency Responders ("VIPER") communications system (all such equipment, whether located in the Building Space or on the Tower, being collectively referred to herein as the "Communications Equipment") . Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Lessor agrees that the Communications Equipment and any other items belonging to Lessee on the Premises, shall remain the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises.

5. Utilities / Maintenance. Subject to other provisions contained in this Lease, Lessor, at its sole cost, except if such cost arises out of the negligent or wrongful acts or omissions of Lessee,

its employees or agents, shall be responsible for maintenance and operation of the Tower, including without limitation, the Tower lighting system and markings, and the structural integrity of the Tower, and also maintenance of the equipment building. Installation, maintenance and repair of the Tower must comply with all state and federal ordinance, rules and regulations, applied in a manner consistent with standard industry practices. Lessee shall be responsible for the maintenance and operation of the Building Space and Lessee's Communications Equipment, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, the Tower or the Building Space, which is the result of Lessee's use of the Premises, except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.

6. Access. Lessor grants to Lessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading the Communications Equipment. Lessor represents and warrants to Lessee that Lessor has the right to grant such easement for ingress and egress for the purposes set forth herein. During the Term, Lessee shall repair and maintain said ingress and egress easement only to the extent that any repair or maintenance is necessitated by the use of the easement by Lessee or its agents. Lessor's grant of ingress and egress shall not be interpreted as a guarantee of Lessee's ability to access the Premises when weather conditions, road conditions and other elements outside of Lessor's control might affect Lessee's ability to access the Premises.

7. Governmental Approvals & Compliance. During the Term, Lessee shall comply with all State and federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or federal licenses or authorizations required for the any installation of the Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

8. Insurance & Liability.

Notwithstanding any other provision herein to the contrary:

(a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) As between Lessor and Lessee, Lessor, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agent and employees. As to third parties, Lessor agrees to save Lessee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees, by reason of damage to

any person(s) or property on or about the Premises, which may arise or be claimed to have arisen as a result of the use of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessee, its agents or employees.

(d) No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States and Lessee's liability for any claims shall be limited to the extent and manner of recovery provided in the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign, governmental, or statutory immunity or any other legal or equitable defense if otherwise available pursuant to law.

9. Taxes. Lessee is exempt from taxation and therefore shall not pay any real or personal property taxes attributable to, or assessed on, its interest in the Lease, the Tower, the Building or the Communications Equipment.

10. Lessee's Right to Terminate. Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

(a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or

(b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or

(c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or

(d) The Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises; or

(e) Lessee determines, in its sole discretion, that the Premises are no longer needed.

11. Termination. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall have the right to remove from the Premises the Communications Equipment and any other items belonging to Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal the Communications Equipment.

12. Title & Quiet Possession. Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any

person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Term.

13. Holdover. Any holdover after the expiration of the Term, shall be construed to be a tenancy from month-to-month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, in such case, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

14. Hazardous Materials.

(a) For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as relevant, and as the same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

(b) Lessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises and the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Lessee's use of the Premises. Lessor represents warrants and agrees that it has in the past and during the term of this Lease will conduct its activities on the Site in compliance with all applicable Environmental Laws and that the Site is free of Hazardous Materials as of the date of this Lease. Lessor shall be responsible for, and promptly conduct any investigation and remediation as required by any Environmental Law or common law, of all spills or other release of Hazardous Materials on the Site, not caused solely by Lessee, that have occurred in the past or which may occur during the Term. To the extent permitted by applicable law, Lessor agrees to be liable and hold Lessee harmless from and against any and all liens, demands, defenses, suits,

proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Site, caused by or within the control of Lessor.

15. Availability of Funds. Lessor and Lessee agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents is insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

16. Assignment and Subletting. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

17. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

18. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

19. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and, as applicable, their heirs, executors, administrators, successors and assigns.

20. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

22. Complete Agreement. This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

23. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality

or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

25. Interpretation. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

26. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

27. Authority. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

28. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

29. Integration. The recitals in this Lease and the Exhibits attached hereto are hereby incorporated herein to the same extent as if fully set forth.

30. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

31. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: Chatham County
Attn: County Manager
12 East Street
Pittsboro, North Carolina 27312

to Lessee: North Carolina Department of Public Safety

Attn: VIPER Coordinator
3318 Garner Road
Raleigh, North Carolina 27610

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the last date set forth in the notary acknowledgement below.

LESSOR:

CHATHAM COUNTY

By: [Signature]

Print: Dan La Montagne
County Manager



ATTEST:

Christy P Thomas
Secretary (Seal)

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

[Signature]
Roy Lynch, Finance Officer

STATE OF NORTH CAROLINA

COUNTY OF Harnett

I, Christy P Thomas, a Notary Public in and for the aforesaid County and State do hereby certify that Dan La Montagne, County Manager, personally came before me this day and being authorized to do so, acknowledged the execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th day of November, 2024.

My Commission Expires: 5/23/2024

Christy P Thomas
Notary Public
Print Name: Christy P Thomas

LESSEE:
STATE OF NORTH CAROLINA

By: _____
Tim Walton
Director, State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director, State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2024.

Notary Public

Print Name

My Commission Expires: _____

***THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION***

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CHATHAM

THIS LEASE AGREEMENT (“Lease”), made and entered into as of the last date set forth in the notary acknowledgements below by and between CHATHAM COUNTY, a body politic and corporate, hereinafter referred to as “Lessor;” and the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as “Lessee” (Lessor and Lessee each individually referred to herein as a “Party,” and collectively referred to herein as the “Parties”).

W I T N E S S E T H:

THAT WHEREAS, the North Carolina Department of Public Safety, Division of Law Enforcement, State Highway Patrol has requested and approved the execution of this instrument for the purposes herein specified; and

WHEREAS, the execution of this Lease for and on behalf of Lessee has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 9th day of January 2018; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW THEREFORE, in consideration of the above statements, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, Lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those Premises, as defined hereinbelow, with all rights, privileges and appurtenances thereto belonging, in Chatham County, North Carolina, and being more particularly described herein.

The Terms and Conditions of this Lease are as follows:

1. Premises. Lessor hereby leases or subleases to Lessee, subject to the terms and conditions of this Lease, (a) non-exclusive space on the towers located at the sites described below to install communications antennas together with such additional exclusive space on the towers as necessary for the attachment and installation of wires, cables and conduits (the “Tower Space”) and (b) space in the existing equipment buildings (the “Building Space”) located at each site. The Tower Space, the Building Space, designated parking and the right of Lessee to access the sites, subject to the notice provisions contained in this Lease, are collectively referred to as the “Premises” as further described below:

- a. The existing 350’ tower having coordinates of N 35°44’2.8”, W 79°27’55.0”, located at 188 Innovation Way, Pittsboro, NC.

- b. The existing 300' tower having coordinates of N 35°43'23.2", W 79°25'41.0", located at 492 Progress Blvd, Siler City, NC.
- c. The existing 300' tower having coordinates of N 35°34'21.0", W 79°27'55.0", located at 9586 Siler City Glendon Road, Bear Creek, NC.
- d. The existing 350' tower having coordinates of N 35°27'0.1", W 79°03'10.0", located at 2387 Old US Highway 1, Moncure, NC. This site is offered as a sublease to run concurrent with the master Lease agreement Lessor has with Moncure Volunteer Fire Department dated October 19, 2020, and Lessor is permitted to enter into a sublease agreement.
- e. The existing 350' tower having coordinates of N 35°48'43.8", W 79°02'03.0", located at 5410 Big Woods Road, Chapel Hill, NC.
- f. The existing 325' tower having coordinates of N 35°48'51.3", W 79°26'56.1", located at 5224 Silk Liberty Hill Road, Siler City. This site is offered as a sublease to run concurrent with the master Lease agreement Lessor has with Silk Hope Volunteer Fire Department dated March 15, 2021, and Lessor is permitted to enter into a sublease agreement.

2. Term. The term of this Lease shall be for a period of ten (10) years, commencing on the 1st day of November 2024 (the "Commencement Date") and terminating on the 31st day of October 2034 (the "Initial Term"). This lease shall be automatically extended for two (2) additional ten (10) year periods (the "Renewal Term(s)") unless earlier terminated as provided herein. The terms and conditions of this Lease remain the same during the Renewal Term (s). The Initial Term and the Renewal Terms are collectively referred to herein as the "Term."

3. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

4. Equipment /Use /Fixtures. Lessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, transmission lines, waveguides, cables, wires, receivers and generator(s) to support its Voice Interoperability Plan for Emergency Responders ("VIPER") communications system (all such equipment, whether located in the Building Space or on the Tower, being collectively referred to herein as the "Communications Equipment") . Lessee shall not use or knowingly permit any part of the Premises to be used for any unlawful purpose, nor for any purpose or in any manner which is in violation of any present or future Federal, State or local governmental laws or regulations, or which will constitute a public or private nuisance, nor for any business, use, or purpose deemed disreputable or extra hazardous. Lessor agrees that the Communications Equipment and any other items belonging to Lessee on the Premises, shall remain the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises.

5. Utilities / Maintenance. Subject to other provisions contained in this Lease, Lessor, at its sole cost, except if such cost arises out of the negligent or wrongful acts or omissions of Lessee,

its employees or agents, shall be responsible for maintenance and operation of the Tower, including without limitation, the Tower lighting system and markings, and the structural integrity of the Tower, and also maintenance of the equipment building. Installation, maintenance and repair of the Tower must comply with all state and federal ordinance, rules and regulations, applied in a manner consistent with standard industry practices. Lessee shall be responsible for the maintenance and operation of the Building Space and Lessee's Communications Equipment, including, but not limited to all utility charges attributable to Lessee's use of the Premises. Lessee shall repair at its own expense damage to the Premises, the Tower or the Building Space, which is the result of Lessee's use of the Premises, except if such cost arises out of the negligent or wrongful acts or omissions of Lessor, its contractors or agents.

6. Access. Lessor grants to Lessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading the Communications Equipment. Lessor represents and warrants to Lessee that Lessor has the right to grant such easement for ingress and egress for the purposes set forth herein. During the Term, Lessee shall repair and maintain said ingress and egress easement only to the extent that any repair or maintenance is necessitated by the use of the easement by Lessee or its agents. Lessor's grant of ingress and egress shall not be interpreted as a guarantee of Lessee's ability to access the Premises when weather conditions, road conditions and other elements outside of Lessor's control might affect Lessee's ability to access the Premises.

7. Governmental Approvals & Compliance. During the Term, Lessee shall comply with all State and federal laws and regulations applicable to the Premises. Lessee shall obtain any necessary State or federal licenses or authorizations required for the any installation of the Communications Equipment and shall comply with government regulations applicable to its operations, including those of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC").

8. Insurance & Liability.

Notwithstanding any other provision herein to the contrary:

(a) Lessor agrees that Lessee's decision to self-insure satisfies all insurance requirements of this Lease applicable to Lessee.

(b) As between Lessor and Lessee, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents, contractors or employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which the Lessee may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act, and accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) As between Lessor and Lessee, Lessor, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agent and employees. As to third parties, Lessor agrees to save Lessee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney's fees, by reason of damage to

any person(s) or property on or about the Premises, which may arise or be claimed to have arisen as a result of the use of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessee, its agents or employees.

(d) No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States and Lessee's liability for any claims shall be limited to the extent and manner of recovery provided in the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign, governmental, or statutory immunity or any other legal or equitable defense if otherwise available pursuant to law.

9. Taxes. Lessee is exempt from taxation and therefore shall not pay any real or personal property taxes attributable to, or assessed on, its interest in the Lease, the Tower, the Building or the Communications Equipment.

10. Lessee's Right to Terminate. Lessee may terminate this Lease, at its option, after giving not less than thirty (30) days' notice to Lessor, if:

(a) Any governmental agency denies a request by Lessee for or revokes a permit, license or approval, which is required for Lessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or

(b) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Lessee from using the Premises for its intended purpose; or

(c) Utilities necessary for Lessee's use of the Premises are not available to the Premises; or

(d) The Premises are damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Premises; or

(e) Lessee determines, in its sole discretion, that the Premises are no longer needed.

11. Termination. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. It is understood and agreed that Lessee shall have the right to remove from the Premises the Communications Equipment and any other items belonging to Lessee. Lessee hereby agrees to repair to the reasonable satisfaction of Lessor any portion of the Premises damaged by the removal the Communications Equipment.

12. Title & Quiet Possession. Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Lease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any

person. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee shall have quiet and peaceful possession of the Premises throughout the Term.

13. Holdover. Any holdover after the expiration of the Term, shall be construed to be a tenancy from month-to-month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, in such case, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

14. Hazardous Materials.

(a) For purposes of this Lease: (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (1) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (2) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (3) gasoline, or any other petroleum product or by-product, (4) toxic substances, or rodenticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as relevant, and as the same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund Amendments and Reauthorization Act of 1986 ("SARA"); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"); The Clean Air Act ("CAA"); the Clean Water Act ("CWA"); the Toxic Substance Control Act ("TSCA"); the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"); and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

(b) Lessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Lessor and Lessee, Lessee, subject to the terms of this Lease and to the extent permitted by the Tort Claims Act, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises and the Site or for the migration of any Hazardous Materials to other properties or for the release of any Hazardous Materials into the environment in violation of applicable Environmental Laws, arising solely from Lessee's use of the Premises. Lessor represents warrants and agrees that it has in the past and during the term of this Lease will conduct its activities on the Site in compliance with all applicable Environmental Laws and that the Site is free of Hazardous Materials as of the date of this Lease. Lessor shall be responsible for, and promptly conduct any investigation and remediation as required by any Environmental Law or common law, of all spills or other release of Hazardous Materials on the Site, not caused solely by Lessee, that have occurred in the past or which may occur during the Term. To the extent permitted by applicable law, Lessor agrees to be liable and hold Lessee harmless from and against any and all liens, demands, defenses, suits,

proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expenses (including, without limitation, attorneys' and experts' fees) and claims of any and every kind whatsoever paid, incurred, suffered by, or asserted against Lessee with respect to, or as a direct or indirect result of the violation of any Environmental Laws applicable to the Site, caused by or within the control of Lessor.

15. Availability of Funds. Lessor and Lessee agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rents is insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

16. Assignment and Subletting. Lessee shall not assign this Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessee, in its reasonable discretion, shall have the right to sublet the Premises in whole or in part.

17. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

18. Modification. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

19. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and, as applicable, their heirs, executors, administrators, successors and assigns.

20. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.

21. Effect of Waiver. The failure of either Party to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.

22. Complete Agreement. This Lease represents the entire agreement between the Parties covering everything agreed upon or understood in this transaction. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the Parties.

23. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality

or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. Construction. No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

25. Interpretation. The use of headings, captions and numbers in this Lease is solely for the convenience of identifying and indexing the various provisions in this Lease and shall in no event be considered otherwise in construing or interpreting any provision in this Lease. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural may be substituted for the singular number in any place or places herein in which the context may require such substitution or substitutions.

26. Terms. Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

27. Authority. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

28. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

29. Integration. The recitals in this Lease and the Exhibits attached hereto are hereby incorporated herein to the same extent as if fully set forth.

30. Memorandum of Lease for Recording. At the request of either Party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Site, specify the Term and incorporate this Lease by reference.

31. Notices. All notices herein provided to be given, or which may be given by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: Chatham County
Attn: County Manager
12 East Street
Pittsboro, North Carolina 27312

to Lessee: North Carolina Department of Public Safety

Attn: VIPER Coordinator
3318 Garner Road
Raleigh, North Carolina 27610

with copy to: State Property Office
Attn: Space Planning and Leasing Manager
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the last date set forth in the notary acknowledgement below.

LESSOR:

CHATHAM COUNTY

By: [Signature]

Print: Dan LaMontagne
County Manager



ATTEST:

Christy P Thomas
Secretary (Seal)

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

[Signature]
Roy Lynch, Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF Harnett

I, Christy P Thomas, a Notary Public in and for the aforesaid County and State do hereby certify that Dan LaMontagne, County Manager, personally came before me this day and being authorized to do so, acknowledged the execution of the foregoing instrument on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 12th day of November, 2024.

My Commission Expires: 5/23/2029

Christy P Thomas
Notary Public
Print Name: Christy P Thomas

LESSEE:
STATE OF NORTH CAROLINA

By: _____
Tim Walton
Director, State Property Office
North Carolina Department of Administration

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director, State Property Office, Department of Administration, State of North Carolina, and that by authority duly given and as the act of the State, has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ____ day of _____, 2024.

Notary Public

Print Name

My Commission Expires: _____