

PERSON COUNTY BOARD OF COMMISSIONERS

AUGUST 3, 2015

MEMBERS PRESENT

OTHERS PRESENT

Kyle W. Puryear

David Newell, Sr. - ABSENT

B. Ray Jeffers

Jimmy B. Clayton

Tracey L. Kendrick

Heidi York, County Manager

C. Ronald Aycock, County Attorney

Brenda B. Reaves, Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in recessed session on Monday, August 3, 2015 at 6:00pm in the Commissioners' meeting room in the Person County Office Building for the purpose of holding informal interviews with applicants for the following:

- A. Jury Commission
- B. Library Advisory Board
- C. Piedmont Community College Board of Trustees
- D. Person-Caswell Lake Authority
- E. Planning Board

Chairman Puryear called the recessed meeting to order. Vice Chairman Newell was absent and Commissioner Kendrick arrived at 6:04pm.

CLOSED SESSION #1

A **motion** was made by Commissioner Jeffers and **carried 3-0** to enter Closed Session for the purpose of considering appointment of individuals through an informal interview process with applicants of competitive committee, boards, and commissions per General Statutes 143-318.11(a)(6) at 6:01 pm with the following individual permitted to attend: Clerk to the Board, Brenda Reaves.

A **motion** was made by Commissioner Kendrick and **carried 4-0** to return to open session at 6:58pm.

A **motion** was made by Commissioner Jeffers and **carried 4-0** to adjourn the meeting at 6:58pm.

Chairman Puryear called the regular scheduled meeting to order at 7:00pm. Commissioner Kendrick gave an invocation and Commissioner Jeffers led the group in the Pledge of Allegiance.

August 3, 2015

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Kendrick and **carried 4-0** to approve the agenda.

PUBLIC HEARING:

REQUEST BY NORTH PARK DRIVE LLC, REPRESENTING SPUNTECH INDUSTRIES, INC., TO REZONE 71.23 ACRES OF A 181 ACRE PARCEL (TAX MAP A58 PARCEL 35) LOCATED ON BOSTON ROAD (US 501 N) FROM RURAL CONSERVATION (RC) TO GENERAL INDUSTRIAL (GI):

A **motion** was made by Commissioner Jeffers and **carried 4-0** to open the duly advertised public hearing for a request by North Park Drive LLC, representing Spuntech Industries, Inc., to rezone 71.23 acres of a 181 acre parcel (Tax Map A58 Parcel 35) located on Boston Road (US 501 N) from Rural Conservation (RC) to General Industrial (GI).

Planning Director, Mike Ciriello stated the request was to rezone 71.23 acres of a 181.34 acre parcel located on Boston Road, US 501 N from Rural Conservation to General Industrial and to recombine with Tax Map A58 Parcel 124. If rezoned, all land uses permitted in the GI District will be allowed and would accommodate future industrial uses and/or expansion of existing industrial facilities on adjacent parcels by Spuntech Industries. The general intent of the GI District shall be to provide suitable locations for service, manufacturing and warehousing activities which are non-noxious.

The area along Boston Road is primarily zoned Rural Conservation but there are some residential and B-1 properties. There are two parcels that are zoned B-1 (Highway Commercial, one is the Bull Pen (formerly Outer Limits) and the other parcel is vacant.

Immediately adjacent to the parcel on Boston Road there is a mixture of vacant land, single family dwellings and an auto repair garage. The property immediately west of the site is owned by North Park Drive LLC and it is zone General Industrial. This is the location of Spuntech on North Park Drive. Adjacent and to the north along North Park Drive is Georgia Pacific.

The Planning Board held a Public Hearing on June 11, 2015. The Board voted 4 to 0 to recommend approval of the rezoning provided the 71.23 acres is recombined with Tax Map A58 Parcel 124. The Planning Board found that the rezoning was consistent with the Comprehensive Plan.

August 3, 2015

Speaking in favor of the request by North Park Drive LLC, representing Spuntech Industries, Inc., to rezone 71.23 acres of a 181 acre parcel (Tax Map A58 Parcel 35) located on Boston Road (US 501 N) from Rural Conservation (RC) to General Industrial (GI) was Mr. Jay Jennings of 155 High Rock Road, Hurdle Mills, NC 27541. Mr. Jennings, on behalf of Coulter, Jewell & Thames, the surveyor working with North Park Drive, LLC to develop the plat before the Board stated he was available to answer any questions.

There were no individuals appearing to speak in opposition to the request by North Park Drive LLC, representing Spuntech Industries, Inc., to rezone 71.23 acres of a 181 acre parcel (Tax Map A58 Parcel 35) located on Boston Road (US 501 N) from Rural Conservation (RC) to General Industrial (GI).

A **motion** was made by Commissioner Jeffers and **carried 4-0** to close the public hearing for a request by North Park Drive LLC, representing Spuntech Industries, Inc., to rezone 71.23 acres of a 181 acre parcel (Tax Map A58 Parcel 35) located on Boston Road (US 501 N) from Rural Conservation (RC) to General Industrial (GI).

CONSIDERATION TO GRANT OR DENY REQUEST BY NORTH PARK DRIVE LLC, REPRESENTING SPUNTECH INDUSTRIES, INC., TO REZONE 71.23 ACRES OF A 181 ACRE PARCEL (TAX MAP A58 PARCEL 35) LOCATED ON BOSTON ROAD (US 501 N) FROM RURAL CONSERVATION (RC) TO GENERAL INDUSTRIAL (GI):

A **motion** was made by Commissioner Clayton and **carried 4-0** to approve the request by North Park Drive LLC, representing Spuntech Industries, Inc., to rezone 71.23 acres of a 181 acre parcel (Tax Map A58 Parcel 35) located on Boston Road (US 501 N) from Rural Conservation (RC) to General Industrial (GI) and to recombine with Tax Map A58 Parcel 124.

INFORMAL COMMENTS:

The following individuals appeared before the Board to make informal comments:

Ms. Susan Naylor of 481 Valhalla Drive read and presented a letter signed by 70 individuals noting opposition to Commissioner Kendrick's proposal to cut the Senior Center's budget by \$25,000.

Mr. Dennis Norris of 369 Walnut Grove Church Road, Hurdle Mills addressed the Board related to his concerns of deer hunting using dogs and the actions of hunters to abandon dogs and shoot from the highway in trucks. Mr. Norris wanted to know the process by which he could petition the Board to ban hunting in his part of the county.

August 3, 2015

Mr. George Naylor of 481 Valhalla Drive advocated for the Senior Center and its services.

Ms. Betty Blalock of 144 Tirzah Ridge, Rougemont read and presented a letter to the Board related to the recent cancer study near the county landfill.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

A **motion** was made by Commissioner Jeffers and **carried 4-0** to approve the Consent Agenda with the following items:

- A. Approval of Minutes of July 20, 2015, and
- B. Lease Agreement with Philips Medical Capital (EMS Defibrillators)

UNFINISHED BUSINESS:

APPOINTMENTS TO BOARDS AND COMMITTEES:

Clerk to the Board, Brenda Reaves asked the Board to make nominations for appointment to the following:

- Jury Commission
2-Year Term; 1 position available
 - 1) Bayard R. Crumpton requested reappointment
 - 2) Carmen Lou Giggey requested appointment

A **motion** was made by Commissioner Kendrick and **carried 4-0** to reappoint Bayard Crumpton to the Jury Commission for a 2-year term.

- Library Advisory Board
3-Year Term: 2 positions available
 - 1) Margaret McMann requested reappointment
 - 2) Robert A. Bridges requested appointment
 - 3) Riley J. Oakley, Jr. requested appointment
 - 4) Charles Harvey requested appointment

A **motion** was made by Chairman Puryear to reappoint Margaret McMann to the Library Advisory Board for a 3-year term. Chairman Puryear and Commissioner Kendrick voted in support of the motion. Commissioners Clayton and Jeffers voted in opposition to the motion. The 2-2 vote resulted in no action by the Board and this item will be placed on the Board's next agenda.

August 3, 2015

A **motion** was made by Commissioner Jeffers and **carried 3-1** to appoint Riley J. Oakley, Jr. to the Library Advisory Board for a 3-year term. Chairman Puryear cast the lone dissenting vote.

A **motion** was made by Commissioner Jeffers to appoint Charles Harvey to the Library Advisory Board for a 3-year term. Commissioners Jeffers and Clayton voted in support of the motion. Chairman Puryear and Commissioner Kendrick voted in opposition to the motion. The 2-2 vote resulted in no action by the Board and this item will be placed on the Board's next agenda.

- Piedmont Community College Board of Trustees
4-Year Term; 1 position available
 - 1) Charles Harvey requested appointment
 - 2) Tommy Humphries requested appointment
 - 3) James J. Woody requested appointment
 - 4) Marilyn P. Newell withdrew from consideration
 - 5) Alan R. Whitlow requested appointment

A **motion** was made by Commissioner Jeffers and **carried 4-0** to appoint James J. Woody to the Piedmont Community College Board of Trustees for a 4-year term.

- Person-Caswell Lake Authority
3-Year Term: 1 position available
 - 1) Gil Stovall requested reappointment
 - 2) Michael Boucher requested appointment

A **motion** was made by Commissioner Jeffers and **carried 4-0** to reappoint Gil Stovall to the Person-Caswell Lake Authority for a 3-year term.

- Planning Board
3-Year Term: 2 positions available
 - 1) Sandra Majors requested reappointment
 - 2) Michael Riley requested appointment
 - 3) Michael Brandon requested reappointment

A **motion** was made by Commissioner Jeffers and **carried 4-0** to reappoint Sandra Majors and Michael Brandon to the Planning Board, each for a 3-year term.

The Person County Board of Commissioners solicited volunteers to fill positions on the following boards, commissions, authorities, and committees through advertisement in the *Courier-Times* edition dated June 18, 2015 with notice to submit applications by the deadline of July 14, 2015. Ms. Reaves presented the Board with the following interested citizen applications for consideration for appointment.

- Economic Development Commission
1 position available for an unexpired term to June 30, 2017 for a representative of a business with a presence in Person County
1) Jeff Fitzgerald requested appointment

A **motion** was made by Chairman Puryear and **carried 4-0** to appoint Jeff Fitzgerald to the Economic Development Commission as a representative of a business with a presence in Person County to fulfill an unexpired term to June 30, 2017.

- Nursing Home Advisory Committee
1-Year Initial Term; 3-Year Reappointment; 3 positions available
1) Geraldine Yancey requested reappointment

A **motion** was made by Commissioner Clayton and **carried 4-0** to reappoint Geraldine Yancey to the Nursing Home Advisory Committee for a 3-year term.

- Board of Adjustment
1 position to fill an unexpired term to 6/30/16, and
1 position for an unspecified term for an alternate
- No applications received.

A **motion** was made by Commissioner Jeffers and **carried 4-0** to appoint Michael Riley to fill an unexpired term to June 30, 2016 on the Board of Adjustment.

- Juvenile Crime Prevention Council
1-Year Initial Term; 2-Year Reappointment
1 position available for a member of the business community;
1 position available for a substance abuse professional;
2-Year Term:
1 citizen-at-large position;
1 position for the Chief of Police or his designee;
1 position for the District Attorney or his designee;
1 position for a representative from the Department of Social Services.
- No Applications received.

August 3, 2015

A **motion** was made by Commissioner Jeffers and **carried 4-0** to appoint Charles Harvey to the Juvenile Crime Prevention Council to represent a member of the business community for an initial 1-year term.

- Industrial Facilities and Pollution Control Financing Authority
6-Year Term; 2 positions available – No applications received.

Commissioners Jeffers and Clayton encouraged citizens to consider serving on one of the county boards that currently has vacancies.

NEW BUSINESS:

WOODLAND TOWER LEASES:

Assistant County Manager, Sybil Tate requested Board approval of the Woodland Tower leases noting the tower is as a part of the public safety communication upgrade. Ms. Tate stated at the Board's April 20, 2015 meeting, the Board approved a proposal to lease the Woodland School tower site to the State for construction of a VIPER tower.

Ms. Tate noted Mr. Marty Randall and Capt. Blanks with the NC State Highway Patrol were present to answer questions regarding the terms and conditions of the lease.

A **motion** was made by Commissioner Clayton and **carried 4-0** to approve the Woodland Tower lease agreements as presented.

The Memorandum of Lease, Sublease Agreement and Ground Lease Agreement as presented and approved follow:

August 3, 2015

Return To: Attorney General's Office / Property Control Section, Post Office Box 629, Raleigh, NC 27602
SPO File No.: 73-N / DOJ File No.: PC-15-00106

STATE OF NORTH CAROLINA

MEMORANDUM OF LEASE

COUNTY OF PERSON

THIS MEMORANDUM LEASE, is made as of the last date set forth in the notary acknowledgements below, by and between the COUNTY OF PERSON, a political subdivision of the State of North Carolina, 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 Ground Lease Agreement dated _____, 2015 (the "Lease"), the terms, covenants and conditions of which are hereby incorporated in this Memorandum of Lease, for a term of twenty-five (25) years, commencing on the 1st day of July, 2015 and terminating on the 30th day of June, 2040 ("Initial Term"). Unless terminated at Lessee's option, upon the expiration of the Initial Term the Lease shall automatically be extended for one (1) additional twenty-five (25) year period extending the maximum possible term to the 30th day of June, 2065.

In consideration of the terms, covenants, conditions and rental as set forth in the Lease, Lessor leased to Lessee that certain parcel or tract of land lying in Cunningham Township, Person County, North Carolina, being more particularly described as follows:

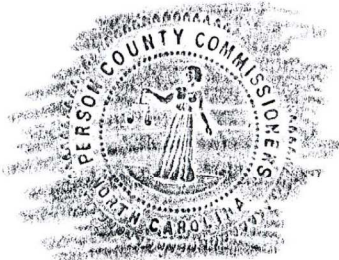
Being all of that certain parcel or tract of land containing 0.6 acres, more or less, shown and described as "VARIABLE WIDTH LEASE AREA PARCEL 'A'" on a survey for the project known as "HYCO LAKE SITE #HP-1130 SCO ID # 10-08820-01L" prepared by Tower Engineering Professionals (TEP #: 57546), dated February 11, 2015 (sheet 2 of 2), attached hereto and incorporated herein as Exhibit A.

TOGETHER WITH an appurtenant easement for ingress and egress over and upon that area of land identified and being more particularly described as "25' ACCESS AND UTILITY EASEMENT PARCEL 'B'" on said survey attached hereto and incorporated herein as Exhibit A.

[signatures begin on following page]

August 3, 2015

IN TESTIMONY WHEREOF, this Memorandum of Lease has been executed by the parties hereto, as of the dates set forth in the notary acknowledgements below.



LESSOR:

COUNTY OF PERSON

By: Kyle Puryear

Print Name: Kyle Puryear

Title: Chairman, Person County Board of Commissioners

ATTEST:

Brenda B. Reaves
Brenda B. Reaves, Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF PERSON

I, Marianna C. Long, a Notary Public in and for the aforesaid County and State do hereby certify that Brenda B. Reaves personally came before me this day and acknowledged that she is Clerk of the COUNTY OF PERSON and that by authority duly given and as an act of the COUNTY OF PERSON, the foregoing instrument was signed by Kyle Puryear, its Chairman of the Person County Board of Commissioners, attested by herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 4th day of August, 2015.

My Commission Expires: 3/16/19

Marianna C. Long
Notary Public
Print Name: Marianna C. Long



August 3, 2015

LESSEE:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public for _____ County, North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of the State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by PAT MCCRORY, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2015.

My Commission Expires: _____

Notary Public
Print Name: _____

August 3, 2015

STATE OF NORTH CAROLINA

SUBLEASE AGREEMENT

COUNTY OF PERSON

THIS SUBLEASE AGREEMENT ("Sublease") made and entered into as of the last date set forth in the notary acknowledgements below, by and between, the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Sublessor", and the COUNTY OF PERSON, a political subdivision of the State of North Carolina, hereinafter referred to as "Sublessee" (Sublessor and Sublessee each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, Sublessor and Sublessee entered into a ground lease agreement dated _____, 2015 (the "Ground Lease"), attached hereto and incorporated herein as Exhibit A, in which the Sublessee leased to Sublessor that certain parcel or tract of land containing 0.6 acres, more or less, lying and being in Cunningham Township, Person County, North Carolina having an address of 7391 Semora Road, Semora, North Carolina 27343 and being more particularly shown and described as "VARIABLE WIDTH LEASE AREA PARCEL 'A'" on a survey for the project known as "HYCO LAKE SITE #HP-1130 SCO ID # 10-08820-01L" prepared by Tower Engineering Professionals (TEP #: 57546), dated February 11, 2015 (sheet 2 of 2), attached hereto and incorporated herein as Exhibit B (the "Site").

WHEREAS, pursuant to the terms of the Ground Lease, Sublessor may use the Site to construct a communications tower, an equipment building and other infrastructure to support a coordinated State-wide communications network known as the Voice Interoperability Plan for Emergency Responders ("VIPER"); and

WHEREAS, Sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sublessee; and

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 Sublease for and on behalf of the State of North Carolina has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 2nd day of June, 2015; and

WHEREAS, the Parties have mutually agreed to the terms of this Sublease as hereinafter set out.

NOW THEREFORE, in consideration of the Ground Sublease, the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Sublessor does hereby let and sublease unto Sublessee and Sublessee hereby takes and subleases from Sublessor for and during

Page 1 of 12

August 3, 2015

the period of time and subject to the terms and conditions hereinafter set forth the Premises, as more particularly described herein.

1. Premises. The "Premises" shall consist of non-exclusive space to accommodate: accommodate seven (7) antennas located at the 200'-250' height level, one (1) antenna at the 280' height level, one (1) microwave at the 175' height level, and three (3) microwaves at the 150' height level on that certain 280' self-supported communications tower ("Tower") constructed by Sublessor on the Site (the non-exclusive space on the Tower for the location of said antennas and microwaves being referred to herein as the "Tower Space"), along with sufficient space in Sublessor's equipment building ("Building") to house five (5) 19" racks. The exact location of the Tower Space on the Tower and space in the Building where Sublessee may locate its Communications Equipment, as said term is defined herein, shall be designated by Sublessor in its reasonable discretion.

2. Ground Lease Term. Pursuant to the Ground Lease, Sublessor leased the Site from Sublessee for a term of twenty-five (25) years, commencing on the 1st day of July, 2015 and terminating on the 30th day of June, 2040 ("Ground Lease Initial Term") with an automatic renewal option for one (1) additional twenty-five (25) year period (the "Ground Lease Renewal Term"). The Ground Lease Initial Term and the Ground Lease Renewal Term are collectively referred to herein as the "Ground Lease Term."

3. Term. The term of this Sublease shall be for a period of twenty-five (25) years, commencing on the 1st day of July, 2015 and terminating on the 30th day of June, 2040 (the "Initial Term"). If at the end of the Ground Lease Initial Term the Sublessor elects not to terminate the Ground Lease, this Sublease shall automatically be renewed for one (1) additional twenty-five (25) year period (the "Renewal Term") upon all the terms and conditions set forth in this Sublease. The Initial Term and the Renewal Term are collectively referred to herein as the "Term."

4. Rent. Sublessee shall pay to Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.

5. Condition of Premises. Sublessor represents, subject to the terms of this Sublease, that the Premises are suitable for the uses described in Paragraph 6 below.

6. Use and Equipment. Sublessee shall use the Premises for the purpose of installing, operating, maintaining, repairing, replacing and removing antennas, microwave dishes, transmission lines, cables, wires, receivers, generator(s), transmitter(s), transfer switch(es) and accessories necessary to broadcast radio waves (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment") and for no other purpose without the prior written consent of Sublessor. Sublessee 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. Sublessee shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sublessor. Sublessee agrees that the use and operation of any Communications Equipment installed on the Premises shall be consistent with the quiet use, enjoyment, and occupancy of Sublessor.

Page 2 of 12

August 3, 2015

7. Fixtures. Sublessor hereby acknowledges and agrees that the Communications Equipment and any other items belonging to Sublessee on the Premises, shall remain the property of Sublessee and shall not be, become or be deemed by Sublessor to be fixtures upon the Premises.

8. Conditions Precedent to Installation or Modification. Notwithstanding anything to the contrary herein, the Parties agree that Sublessee's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until Sublessee, at its sole cost and expense, completes the following: (i) tenth order inter-modulation study; (ii) update of the most recent Tower loading analysis; (iii) provision for commercial electric service and emergency power to operate its Communications Equipment; and (iv) receipt of all required permits (if any) for the installation of, or modification to, its Communications Equipment and all required regulatory or governmental approvals of Sublessee's proposed use of the Premises. Sublessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sublessee's Communications Equipment will cause a degradation in Sublessor's VIPER system or adversely affect the physical and structural capacity of the Tower. After reviewing said inter-modulation study, Tower loading analysis and governmental permits, if Sublessor determines in its sole discretion that the installation of, or modification to, Sublessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sublessee shall, at its sole cost and to the satisfaction of Sublessor, make any modifications, upgrades or improvements to its Communications Equipment necessary to prevent any disruption to the VIPER system or any impairment to the structural integrity of the Tower.

9. Governmental Approvals and Compliance. Sublessor agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. Sublessee, at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.

10. Sublessor's and Sublessee's Rights in the Event of Interference. The Communications Equipment shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Sublessee confirms to Sublessor that the installation and use of its Communications Equipment will not interfere with the operation of the VIPER system or any other equipment on the Tower. In the event the Communications Equipment causes interference with the VIPER system or other equipment on the Tower, Sublessee shall proceed immediately to correct and eliminate the interference. Sublessee shall cease operation of its Communications Equipment until the cause of such interference is removed. Should interference reasonably objectionable to Sublessee be caused by Sublessor's equipment, Sublessor shall cooperate with Sublessee to eliminate such interference. Sublessee expressly agrees to pay for such equipment as may be necessary to prevent its interference with any radio transmissions by Sublessor, and will also be responsible for purchasing any equipment to correct any interference that Sublessor's equipment may cause in Sublessee's use and operation of its Communications Equipment. If interference caused by the

Communications Equipment is not corrected and eliminated within thirty (30) days after Sublessee is notified of the interference, then Sublessor may terminate this Sublease forthwith without liability to Sublessee.

11. Repair and Maintenance. Sublessor shall, at all times during the Term, at its own expense, put and maintain in thorough repair and in good and safe condition the Tower, the Building and the Site, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Sublessee shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

12. Utilities. Sublessor shall permit Sublessee access to its electric power source so that Sublessee may obtain all electrical energy required to operate its Communications Equipment. Sublessor shall pay for all electricity needed to power and operate Sublessee's Communications Equipment.

13. Sublessor's Right of Access. Sublessor or its agents shall have the right to enter the Premises at all times in order to examine it, or to make such alterations, repairs, improvements, or additions to the Premises as Sublessor may deem necessary or desirable without the same constituting an eviction of Sublessee in whole or in part, or a breach of this Sublease.

14. Sublessee's Right of Access. Sublessee, with Sublessor's prior approval, shall have the right of access to the Premises throughout the Term for the purposes of installing, inspecting, maintaining, operating, repairing, and removing its Communications Equipment; provided, however, that Sublessee and its agents and employees shall not compromise the security of the VIPER system or disturb or interfere with Sublessor's operations during such time as they are on the Premises.

15. Sublessor's Right to Terminate. In the event that Sublessor should elect, pursuant to the Ground Lease, to abandon its use and possession of the Tower, Building and Site, this Sublease shall terminate without liability to Sublessor. Sublessor shall give Sublessee not less than thirty (30) days written notice of its intent to so terminate this Sublease. Upon such abandonment and termination, Sublessee shall have the option to remain in possession of the Premises, provided that Sublessee shall assume and be responsible for all costs associated with the operation and maintenance of the Tower, Building and Site.

16. Surrender Upon Termination of Sublease. Upon termination of this Sublease, Sublessee shall surrender the Premises in as good condition as they were at the beginning of the Term, 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 Sublessee had no control or for which Sublessor is responsible pursuant to this Sublease, excepted. It is understood and agreed that Sublessee shall have the right to remove from the Premises, at Sublessee's own expense and without damage or injury to the Tower, the Building or any other property of Sublessor, the Communications Equipment and all items of personal property, trade fixtures, and other items belonging to Sublessee used in connection with Sublessee's operations on the Premises.

17. Fire or Other Casualty Loss.

Page 4 of 12

August 3, 2015

(a) If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sublessor or Sublessee shall have the option of terminating this Sublease or any renewal thereof, upon giving written notice at any time within thirty (30) days from the date of such destruction, and if this Sublease be so terminated, any rent payable hereunder shall cease as of the date of such destruction.

(b) If the Premises should be partially damaged by wind, explosion, fire, or casualty (or if totally and completely destroyed) and neither Party elects to terminate this Sublease within the provisions of subparagraph (a) above, then in either event, Sublessor agrees, at Sublessor's sole cost and expense, to restore the Tower and the Building, as may be applicable, to a condition substantially similar to that immediately prior to such destruction or damage. Sublessor shall not be liable for any interruption of Sublessee's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

(c) If Sublessor undertakes to restore, rebuild, or repair the Tower and the Building in accord with the provisions of subparagraph (b) above, and such restoration, rebuilding or repair is not accomplished within one hundred eighty (180) days from the date of the casualty, Sublessee shall have the right to immediately terminate this Sublease by written notice to Sublessor.

18. Insurance. Sublessee shall obtain adequate insurance coverage in accordance with all applicable laws for (i) workers' compensation, (ii) automobile liability and (iii) fire and extended coverage with regard to the Sublessee's activities on or about Premises and its Communications Equipment located on the Premises. Sublessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, licensed to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including employers' liability; (ii) comprehensive general liability including personal injury, broad form property damage, independent contractor, products/completed operations and, only if applicable, XCU (explosion, collapse, underground) and; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Sublessor in any and all litigation.

19. Liability.

(a) To the extent permitted by applicable law, Sublessee shall be liable for the negligent or intentional acts or omissions of its agents and employees and shall save Sublessor harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney fees, by reason of damage to person or property on or about the Premises or the Site, which may arise or be claimed to have arisen as a result of the use of the Premises by Sublessee or which may arise out of the installation, operation, repair, maintenance, inspection, or removal of Communications Equipment by Sublessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Sublessor, its agents or employees.

(b) As between Sublessor and Sublessee, Sublessor, subject to the terms of this Sublease, will be primarily liable for the negligent or intentional acts or omissions of its agents

and employees. As to third parties, Sublessor is an immune sovereign and is not ordinarily subject to suit. However, Sublessor has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Sublessor may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act; accordingly, Sublessor will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Sublease shall be construed as constituting a waiver of Sublessor's sovereign immunity or Sublessor's immunity under the Eleventh Amendment of the Constitution of the United States.

20. Hazardous Materials.

(a) For purposes of this Sublease: (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 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"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 20 which arise out of events or actions occurring prior to the expiration or termination of this Sublease shall survive the assignment of this Sublease and the expiration, termination, cancellation or release of record of this Sublease.

(b) Sublessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Sublessee and Sublessor, Sublessee, subject to the terms of this Sublease and to the extent permitted by applicable law, will be primarily liable for the existence or discovery of any Hazardous Materials on the Premises or 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 Sublessee's use of the Premises. As between Sublessor and Sublessee, Sublessor, subject to the terms of this Sublease 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 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 Sublessor's use of the Site.

21. Right to Assign and Sublease. Sublessee shall not assign this Sublease or sublet the Premises or any part thereof without the prior written consent of Sublessor.
22. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any employee of Sublessor of any gift from anyone with a contract with Sublessor, or from any person seeking to do business with Sublessor. By execution of this Sublease, Sublessee 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.
23. 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.
24. Binding Effect. Subject to the provisions herein, this Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
25. Applicable Law. This Sublease 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.
26. 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 Sublease shall not be construed as a waiver of the same in any other instance.
27. Complete Agreement. This Sublease 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.
28. Severability. In case any one or more of the provisions contained in this Sublease 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 Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
29. Construction. No provision of this Sublease 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.
30. Interpretation. The use of headings, captions and numbers in this Sublease is solely for the convenience of identifying and indexing the various provisions in this Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sublease. 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.

31. Terms. Capitalized terms used in this Sublease 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.

32. Counterparts. This Sublease 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.

33. Memorandum of Sublease for Recording. At the request of either Party, Sublessor and Sublessee shall execute a memorandum of this Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sublease by reference.

34. 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 Sublessor: North Carolina Department of Public Safety
Attn: VIPER Coordinator
4227 Mail Service Center
Raleigh, North Carolina 27699-4227

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

to Sublessee: County of Person
Attn: County Manager
304 South Morgan Street, Room 212
Roxboro, North Carolina 27573

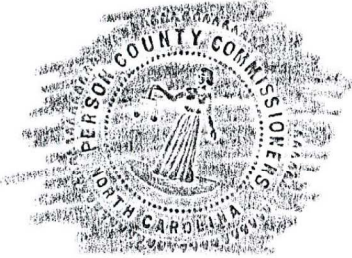
Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either Party may be changed by written notice.

[signatures begin on following page]

Page 8 of 12

August 3, 2015

IN TESTIMONY WHEREOF, this Sublease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.



SUBLESSEE:

COUNTY OF PERSON

By: Kyle Puryear

Print Name: Kyle Puryear

Title: Chairman, Person County Board of Commissioners

ATTEST:

Brenda B. Reaves
Brenda B. Reaves, Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF PERSON

I, Marianna C. Long, a Notary Public in and for the aforesaid County and State do hereby certify that Brenda B. Reaves personally came before me this day and acknowledged that she is Clerk of the COUNTY OF PERSON and that by authority duly given and as an act of the COUNTY OF PERSON, the foregoing instrument was signed by Kyle Puryear, its Chairman of the Person County Board of Commissioners, attested by herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 4th day of August, 2015.

My Commission Expires: 3/16/19

Marianna C. Long
Notary Public
Print Name: Marianna C. Long



Page 9 of 12

August 3, 2015

SUBLESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public for _____ County,
North Carolina, do certify that ELAINE F. MARSHALL, Secretary of State of the State of North
Carolina, personally came before me this day and acknowledged that she is Secretary of State of
the State of North Carolina, and that by authority duly given and as the act of the State, the
foregoing instrument was signed in its name by PAT MCCRORY, Governor of the State of North
Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as
Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____
day of _____, 2015.

My Commission Expires: _____

Notary Public
Print Name: _____

Page 10 of 12

EXHIBIT A

Ground Lease

Page 11 of 12

EXHIBIT B

Survey

Page 12 of 12

STATE OF NORTH CAROLINA
COUNTY OF PERSON

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between the COUNTY OF PERSON, a political subdivision of the State of North Carolina, 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");

WITNESSETH:

THAT WHEREAS, the North Carolina Department of Public Safety, Division of the 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 2nd day of June, 2015; and

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

NOW THEREFORE, in consideration of the Premises, as described herein, 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, the Premises with all rights, privileges and appurtenances thereto belonging.

The terms and conditions of this Lease are as follows:

1. Premises. The "Premises" means that certain parcel or tract of land containing 0.6 acres, more or less, lying and being in Cunningham Township, Person County, North Carolina having an address of 7391 Semora Road, Semora, North Carolina 27343 and being more particularly shown and described as "VARIABLE WIDTH LEASE AREA PARCEL 'A'" on a survey for the project known as "HYCO LAKE SITE #HP-1130 SCO ID # 10-08820-01L" prepared by Tower Engineering Professionals (TEP #: 57546), dated February 11, 2015 (sheet 2 of 2), attached hereto and incorporated herein as Exhibit A.
2. Term. The term of this Lease shall be for a period of twenty-five (25) years, commencing on the 1st day of July, 2015 and terminating on the 30th day of June, 2040 (the "Initial Term"). This Lease shall automatically be renewed for one (1) additional twenty-five (25) year period (the "Renewal Term") upon all the terms and conditions set forth herein; provided that Lessee, in its sole discretion, may elect not to renew this Lease by giving Lessor not less than sixty (60) days advance written notice prior to the end of the Initial Term (the Initial Term and the Renewal Term are collectively referred to herein as the "Term").

Page 1 of 10

August 3, 2015
23

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 constructing and installing a 280' self-supporting communications tower (the "Tower"), equipment building (the "Building"), concrete generator pad, ice bridge structure, fencing and related improvements and 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, generator(s) and other communications equipment (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). Lessee intends to primarily use the Communications Equipment to support its Voice Interoperability Plan for Emergency Responders ("VIPER") strategic communications system. 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. Lessee agrees that the use and operation of its Communications Equipment shall be consistent with the quiet use, enjoyment, and occupancy of Lessor. Lessor agrees that the Tower, the Building, 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. Maintenance / Utilities. Lessee shall be responsible for the maintenance and operation of the Tower, the Building and the 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 Tower, the Building or the Communications Equipment, 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 or its agents.

6. Access. Lessor grants to Lessee an appurtenant easement for ingress and egress over and upon that portion of its property identified and being more particularly described as "25' ACCESS AND UTILITY EASEMENT PARCEL 'B'" on a survey for the project known as "HYCO LAKE SITE #HP-1130 SCO ID # 10-08820-01L" prepared by Tower Engineering Professionals (TEP #: 57546), dated February 11, 2015 (sheet 2 of 2), attached hereto and incorporated herein as Exhibit A. Lessor warrants and represents that it has the right to convey the easement for ingress and egress hereby granted. Lessee shall be responsible for the cost of repairing any damage caused by Lessee's use of said easement.

7. Insurance & Liability.

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

(b) As between Lessee and Lessor, Lessee, subject to the terms of this Lease, will be primarily liable for the negligent or intentional acts or omissions of its agents and 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,

Page 2 of 10

August 3, 2015

within the terms of the Tort Claims Act; accordingly, Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act. 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.

(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 agents and employees. As to third parties, Lessor, solely to the extent indemnified by an insurance policy such that any amounts paid by Lessor to Lessee comes from insurance proceeds and not from Lessor's funds, agrees to save Lessee harmless from and against any and all loss, damage, claim, demand, liability, or expense, including reasonable attorney 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.

8. 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 installation and construction of the Tower, Building or 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").

9. Interference. The Communications Equipment and any other equipment used by Lessee on the Tower or in the Building shall be designed, constructed, installed, maintained, and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices.

10. Condition of Tower. Lessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Lease, Lessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Lessor, its contractors or agents, shall maintain and repair the Tower, including, without limitation, the Tower lighting system and markings and the structural integrity of the Tower. Installation, maintenance and repair of the Tower must comply with all State and Federal, ordinances, rules and regulations, applied in a manner consistent with standard industry practices. Such duties include, without limitation, but subject to the other provisions contained in this Lease, the maintenance of appropriate records and notifications to the FAA of any failure on Lessee's part and repairs and correction of the same. Subject to the terms of this Paragraph, Lessee assumes all responsibility for any fines, levies and /or other penalties imposed as a result of non-compliance with said requirements of said authorities.

11. Security. Lessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

12. Taxes. If applicable, Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to its interest in the Tower, the Building or the Communications Equipment.

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

Page 3 of 10

August 3, 2015

- (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 or Tower is 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 is no longer needed.

14. 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: (i) the Tower; (ii) the Building and (iii) 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 of the Tower, Building or Communications Equipment.

15. 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.

16. Holdover. Any hold over 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, either Party shall give not less than sixty (60) days written notice to terminate the tenancy.

17. 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 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"); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Paragraph 17 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 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 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 Premises in compliance with all applicable Environmental Laws and that the Premises 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 Premises, 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 Premises, caused by or within the control of Lessor.

18. 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 rent or the maintenance and operation of the Tower, Building and Communications Equipment. Lessor and Lessee also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines, in view of its total local operations that available funding for the payment of rent or the maintenance and operation of the Tower, Building and Communications Equipment are insufficient to continue the lease of 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.

Page 5 of 10

August 3, 2015

19. 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.
20. Prohibition on Gifts. North Carolina General Statute §133-32 and Executive Order 24 prohibit 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.
21. 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.
22. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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: County of Person
Attn: County Manager
304 South Morgan Street, Room 212
Roxboro, North Carolina 27573

to Lessee: North Carolina Department of Public Safety
Attn: VIPER Coordinator
3318 Garner Road
Raleigh, North Carolina 27610

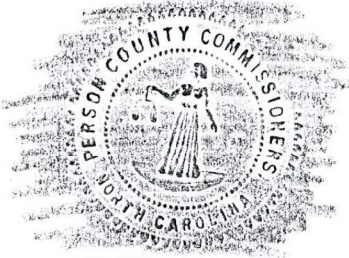
with copy to: State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

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.

Page 7 of 10

August 3, 2015

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.



LESSOR:

COUNTY OF PERSON

By: Kyle Puryear

Print Name: Kyle Puryear

Title: Chairman, Person County Board of Commissioners

ATTEST:

Brenda B. Reaves
Brenda B. Reaves, Clerk

(Seal)

STATE OF NORTH CAROLINA

COUNTY OF PERSON

I, Marianna C. Long, a Notary Public in and for the aforesaid County and State do hereby certify that Brenda B. Reaves personally came before me this day and acknowledged that she is Clerk of the COUNTY OF PERSON and that by authority duly given and as an act of the COUNTY OF PERSON, the foregoing instrument was signed by Kyle Puryear, its Chairman of the Person County Board of Commissioners, attested by herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the 4th day of August, 2015.

My Commission Expires: 3/16/19

Marianna C. Long
Notary Public
Print Name: Marianna C. Long



Page 8 of 10

August 3, 2015

LESSEE:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
ROY COOPER, Attorney General

By: _____
Assistant Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public for
_____ County, North Carolina, do certify that ELAINE F. MARSHALL,
Secretary of State of the State of North Carolina, personally came before me this day and
acknowledged that she is Secretary of State of the State of North Carolina, and that by authority
duly given and as an act of the State, the foregoing instrument was signed in its name by PAT
MCCRORY, Governor of the State of North Carolina, sealed with the Great Seal of the State of
North Carolina, and attested by herself as Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____
day of _____, 2015.

My Commission Expires: _____
Notary Public
Print Name: _____

Page 9 of 10

EXHIBIT A

Premises Description
Survey

Page 10 of 10

August 3, 2015
32

CHAIRMAN'S REPORT:

Chairman Puryear reported on the impressive tour led by Person County Group Homes and Person Industries in which he, Commissioner Jeffers and Representative Larry Yarborough participated.

Chairman Puryear congratulated the National Federal Retired Employees Association on their 20th anniversary.

Chairman Puryear reported that he and Vice Chairman Newell attended a meeting for the Chairs and Vice Chairs of the Tourism Development Authority (TDA) and the Person County Museum noting there was good feedback. Chairman Puryear stated he and Vice Chairman Newell would be attending the TDA's regular meeting on August 5, 2015 at noon.

MANAGER'S REPORT:

County Manager, Heidi York reported the following:

- a survey from the auditors was placed at each commissioner's seat to be completed and returned to the County Manager's Office,
- the Solid Waste study has a defined scope with a contract to be brought before the Board at its next meeting, and
- the architectural and engineering contract with costs for the Senior Center project is in process.

COMMISSIONER REPORT/COMMENTS:

Commissioner Jeffers recognized Eryn Haynes who was present in the audience and selected as Person County's Youth Delegate to represent at the upcoming NC Association of County Commissioners' annual conference in Pitt County.

Commissioner Jeffers commended the services of Person County Group Homes and Person Industries/Recycling Center noting the tour was informative and he learned that the recycling center now accepts appliances.

Commissioner Jeffers requested an item be added to the first Board meeting in September to recognize the NC Association of Black County Officials' first-time award of a \$1,000 scholarship to a Person County recipient, Deandre Davis.

August 3, 2015

Commissioner Clayton commended the services provided by Person County Group Homes.

Commissioner Kendrick reported the National Night Out will be held on August 4, 2015 at the Huck Sansbury Park and encouraged the community to attend.

Chairman Puryear reminded the Board to keep the Newell family in their prayers.

ADJOURNMENT:

A **motion** was made by Commissioner Jeffers and **carried 4-0** to adjourn the meeting at 7:33pm.

Brenda B. Reaves
Clerk to the Board

Kyle W. Puryear
Chairman

August 3, 2015