

**HENDERSON COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: July 10th, 2019

SUBJECT: Lease Renewal – Bearwallow Mountaintop VIPER Site

PRESENTER: Jimmy Brissie, Emergency Services Director

ATTACHMENTS: (3) Memorandum of Sublease
Ground Sublease Agreement
Sub-Sublease Agreement

SUMMARY OF REQUEST:

During the February 4th, 2019 meeting of the Board of Commissioners the Board approved a lease agreement with George Barnwell Farms, LLC for our communications tower located on Bearwallow Mountain. This agreement was amended by the Board on March 20th, 2019 to expand the scope of our lease to also include the land which encompasses the State of North Carolina VIPER tower and associated equipment. The State has subleased land from Henderson County for the VIPER tower since August 2010. In exchange Henderson County is allowed to install and maintain part of our communications equipment in the VIPER building. Our existing County owned building and tower also located at Bearwallow Mountain is at full capacity, making our agreement with the State of North Carolina mutually beneficial. Our current sub-lease agreements with the State of North Carolina will expire in December 2019. The attached agreements presented for consideration will allow the agreements to coincide with our property lease with George Barnwell Farms, LLC.

BOARD ACTION REQUESTED:

Approve the attached sub-lease agreements between Henderson County and the State of North Carolina and authorize the County Manager so sign the agreements on behalf of Henderson County.

Suggested Motion:

I move to approve the attached sub-lease agreements between Henderson County and the State of North Carolina and authorize the County Manager so sign the sub-leases on behalf of Henderson County.

Return To: Attorney General's Office / Property Control Section, Post Office Box 629, Raleigh, NC 27603
SPO File No.: 45-27.1

STATE OF NORTH CAROLINA

MEMORANDUM OF SUBLEASE

COUNTY OF HENDERSON

THIS MEMORANDUM OF SUBLEASE, is made as of the last date set forth in the notary acknowledgements below, by and between **COUNTY OF HENDERSON, hereinafter** designated as "Sublessor" and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter designated as "Sublessee".

Sublessor and Sublessee entered into a Sublease Agreement dated _____, 2019 (the "Sublease"), the terms, covenants and conditions of which are hereby incorporated in this Memorandum of Sublease, for a term of six (6) years, commencing on the 1st day of January 2020 and terminating on the 31st day of December 2026.

In consideration of the terms, covenants, conditions and rental as set forth in the Sublease, Sublessor subleased to Sublessee that certain premises described as follows: Being a tract of land containing approximately 0.08 acres located at 5010 Bearwallow Road, Gerton, Henderson County, North Carolina.

COUNTY OF HENDERSON

By: _____
County Manager

ATTEST:

County Clerk

STATE OF NORTH CAROLINA

By: _____
Tim Walton, Director
State Property Office

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of HENDERSON COUNTY and that by authority duly given and as an act of HENDERSON COUNTY, the foregoing instrument was signed by _____, its COUNTY MANAGER, attested by himself/herself as CLERK and sealed with the common seal.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public
Print Name: _____

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the aforesaid County of _____ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of 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 _____, 2019.

Notary Public

Print Name

My Commission Expires: _____

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

STATE OF NORTH CAROLINA

GROUND SUBLEASE AGREEMENT

COUNTY OF HENDERSON

THIS GROUND SUBLEASE AGREEMENT (“Sublease”), made and entered into as of the last date set forth in the notary acknowledgements below by and between **COUNTY OF HENDERSON**, a political subdivision of the State of North Carolina, hereinafter referred to as “Sublessor”; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as “Sublessee”;

W I T N E S S E T H:

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

WHEREAS, authority to approve and execute this sublease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Sublease 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, Sublessor does hereby rent, Sublease and demise unto Sublessee for and during the term and under the terms and conditions hereinafter set forth, those premises with all rights, privileges and appurtenances thereto belonging, lying and being in the Town of Gerton , Henderson County, North Carolina, and being more particularly described herein.

The terms and conditions of this Sublease are as follows:

1. **Premises.** Sublessor hereby Subleases to Sublessee and Sublessee hereby Subleases from Sublessor a parcel of land containing 0.08 acres, more or less, having a physical street address of 5010 Bearwallow Road, Gerton, Henderson County, North Carolina (the “Premises”), and more particularly described in the construction documents by Tower Engineering Professionals, dated 8/27/2010, TEP#082374, titled BEARWALLOW MOUNTAIN, SITE NUMBER: HP1015, SCO ID NUMBER: 09-07507-01L, with SHEET NUMBERS C-1 (SITE PLAN),C-2 (COMPOUND DETAIL), and C-3 (TOWER ELEVATION), attached hereinto (EXHIBIT A).

2. **Term.** The term of this Sublease shall be for a period of six (6) years, commencing on the 1st day of January 2020 and terminating on the 31st day of December 2026, with one (1) automatic five (5) year renewal term, together (the “Term”).

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

4. **Equipment / Use / Fixtures.** Sublessee shall use the Premises for the purpose of constructing and installing a 100' self-supported communications tower (the “Tower”) and an equipment building (the “Building”) 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 and generator(s) (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the “Communications Equipment”). Sublessee intends to primarily use the Communications Equipment to support its Voice Interoperability Plan for Emergency Responders (“VIPER”) strategic communications system. Sublessor agrees that the Tower, the Building, 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.

5. **Utilities / Maintenance.** Sublessee 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 Sublessee’s use of the Premises. Sublessee shall repair at its own expense damage to the Premises, Tower, Building and Communications Equipment, which is the result of Sublessee’s use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Sublessor, its contractors or agents.

6. **Access.** Sublessor grants to Sublessee free and unrestricted ingress and egress to the Premises during the Term for the purpose of installing, maintaining, operating, repairing, replacing, upgrading and removing the Tower, the Building and the Communications Equipment. Sublessor shall provide Sublessee with legal and practical means of ingress and egress to the Premises and shall be responsible for the repair and maintenance of said means of ingress and egress.

7. **Insurance & Liability.**

(a) Sublessor agrees that Sublessee’s decision to self-insure satisfies all insurance requirements of this Sublease applicable to Sublessee.

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

Tort Claims Act, and accordingly, Sublessee will be primarily liable for any claims within the coverage of the Tort Claims Act.

(c) Sublessor shall be liable to Sublessee for any loss or damages suffered by Sublessee which are a direct result of the failure of Sublessor to perform an act required by this Sublease, provided that Sublessor could reasonably have complied with said requirement.

8. **Governmental Approvals & Compliance.** During the Term, Sublessee shall comply with all State and Federal laws and regulations applicable to the Premises. Sublessee 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 Sublessee 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.** Sublessee has the right and responsibility to repair and maintain the Tower. Subject to other provisions contained in this Sublease, Sublessee, at its sole cost, except if such cost arises out of a negligent or wrongful acts or omissions of Sublessor, its contractors or agents, shall maintain and repair the Tower and access to the Premises, if applicable thereto, such that Sublessee may utilize the Premises for the purposes and to the extent herein permitted, 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 Sublease, the maintenance of appropriate records and notifications to the FAA of any failure on Sublessee’s part and repairs and correction of the same. Subject to the terms of this Paragraph, Sublessee 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.** Sublessor agrees and acknowledges that the Tower and the Building will be secured by a locked fenced.

12. **Taxes.** If applicable, Sublessee 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.** Sublessee may terminate this Sublease, at its option, after giving not less than thirty (30) days’ notice to Sublessor, if:

- (a) Any governmental agency denies a request by Sublessee for or revokes a permit, license or approval, which is required for Sublessee to install or operate the Tower, the Building or the Communications Equipment on the Premises; or
- (b) Sublessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, preclude Sublessee from using the Premises for its intended purpose; or
- (c) Utilities necessary for Sublessee'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 Sublessee's use of the Premises; or
- (e) Sublessee determines, in its sole discretion, that the Premises is no longer needed.

14. **Termination.** Upon termination of this Sublease, Sublessee 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 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: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to Sublessee. Sublessee hereby agrees to repair to the reasonable satisfaction of Sublessor any portion of the Premises damaged by the removal of the Tower, Building or Communications Equipment.

15. **Title & Quiet Possession.** Sublessor agrees that Sublessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this Sublease peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person. Sublessor represents and warrants to Sublessee that Sublessor has the full right to make this Sublease and that Sublessee 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. **Environmental Laws.** Sublessee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. As between Sublessor and Sublessee, Sublessee, 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 substance on the Premises or for the migration of any

hazardous substance to other properties or for the release of any hazardous substance into the environment in violation of applicable environmental laws, arising solely from Sublessee's use of the Premises. Sublessor represents warrants and agrees that it has in the past and will in the future conduct its activities on the Premises in compliance with all applicable environmental laws and that the Premises is free of hazardous substances as of the date of this Sublease. Sublessor 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 substances, not caused solely by Sublessee, that have occurred or which may occur on the Premises. Sublessor agrees, to indemnify Sublessee and hold Sublessee 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 Sublessee 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 Sublessor. Sublessor's indemnification of Sublessee specifically includes cost incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any governmental authority.

18. **Availability of Funds.** Sublessor and Sublessee agree and understand that the continuation of this Sublease for the Term, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Sublessee responsible for payment of said rental. Sublessor and Sublessee also agree that in the event the agency of Sublessee 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 are insufficient to continue the operation of its local operations on the Premises, it may choose to terminate this Sublease by giving Sublessor written notice of said termination, and this Sublease shall terminate immediately without any further liability to Sublessee.

19. **Assignment and Subletting.** Sublessee shall not assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld or delayed. Sublessee, 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 Sublessee of any gift from anyone with a contract with Sublessee, or from any person seeking to do business with Sublessee. By execution of this Sublease, Sublessor 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 Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

23. **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.

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 Sublease shall not be construed as a waiver of the same in any other instance.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **Authority.** Each person executing this Sublease on behalf of Sublessor does hereby represent and warrant that, if applicable: (a) Sublessor 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) Sublessor has full lawful right and authority to enter into this Sublease and to perform all of its obligations hereunder, and (c) each person signing this Sublease on behalf of Sublessor is duly and validly authorized to do so.

31. **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.

32. **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 Site, specify the Term and incorporate this Sublease 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 Sublessor: County of Henderson
Attn: County Manager
1 Historic Courthouse Square
Hendersonville, North Carolina 28792

to Sublessee: North Carolina Department of Public Safety
Attn: Sublease Coordinator
4701 Mail Service Center
Raleigh, North Carolina 27699-4701

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 Sublease has been executed by the parties hereto, in duplicate originals, as of the last date set forth in the notary acknowledgement below.

SUBLESSOR:

COUNTY OF HENDERSON

By: _____

Print Name: _____
County Manager

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the County of Henderson and that by authority duly given and as an act of County of Henderson, the foregoing instrument was signed by _____, its County Manager, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2019.

Notary Public
Print Name: _____

My Commission Expires: _____

SUBLESSEE:

STATE OF NORTH CAROLINA

By: _____

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

STATE OF NORTH CAROLINA

COUNTY OF WAKE

I, _____, a Notary Public in and for the aforesaid County of _____ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of 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 _____, 2019.

Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

SHEET C-1 (SITE PLAN), SHEET C-2 (COMPOUND DETAIL), & SHEET C-3 (TOWER ELEVATION)

- NOTES:**
1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
 2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
 3. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM NAD 83. AMERICAN OBSERVATIONS PERFORMED ON APRIL 30, 2009.
 4. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X," AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/IRW MAP NUMBER 3710060300J).
 6. SUBJECT PIN: 0603499878
 7. PROPERTY OWNER:
GEORGE BARWELL
743 GRANT MOUNTAIN ROAD
HENDERSONVILLE, NC 28792

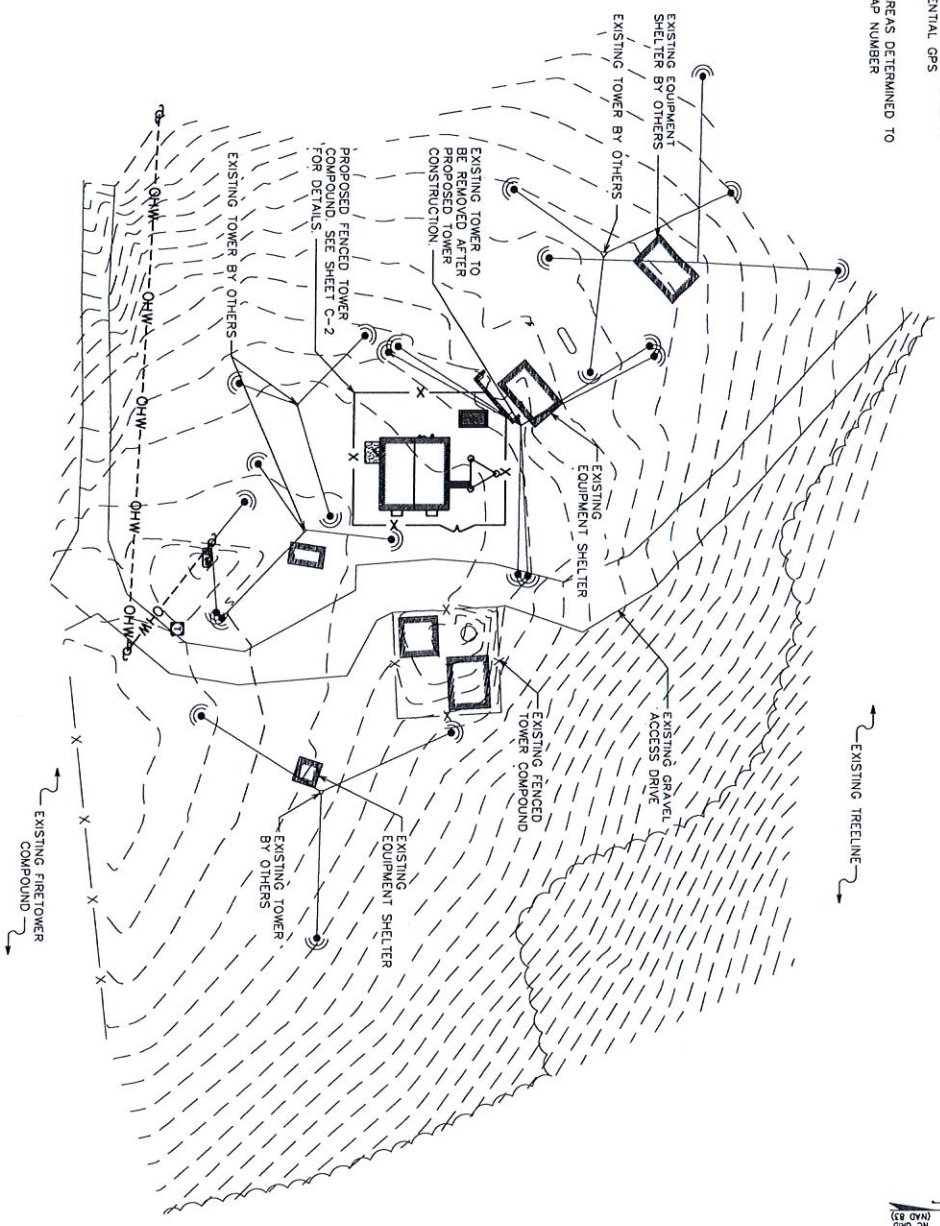
WATER SUPPLY NOTE:



THE APPROVED WATER SUPPLY PER SECTION 508.1 OF THE NC FIRE CODE HAS BEEN ADDRESSED BY THE HENDERSON COUNTY FIRE MARSHAL OF HENDERSON COUNTY. THE PROPOSED SITE, THE FIRE MARSHAL HAS RESPONDED WITH A LETTER THAT STATES THE FIRE DEPARTMENT'S RESPONSE IN A LETTER ADDRESSED TO THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION 06-29-10.

LEGEND	
—	EXST. PROPERTY LINE
- - -	ADJ. PROPERTY LINE
⊕	EXST. UTILITY POLE
⊞	EXST. TELCO PEDESTAL
⊙	EXST. MANHOLE COVER
⊛	EXST. LIGHT POLE
---200---	EXST. CONTOUR LINE
---	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
X	CHAIN LINK FENCE
~~~~~	EXISTING TREE LINE
●	IRON ROD FOUND
⊙	PROPERTY CORNER

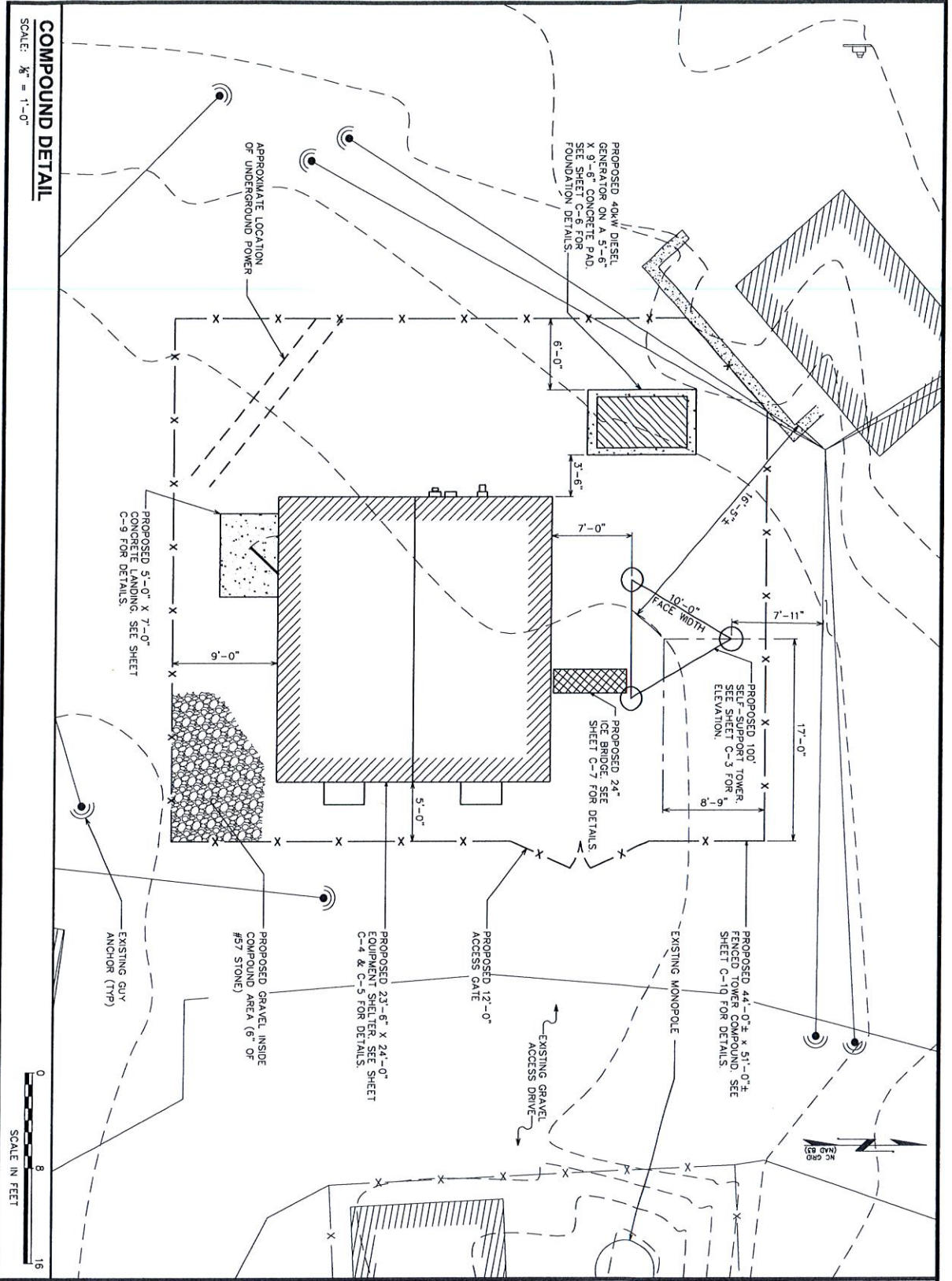
**SITE PLAN**

SCALE: 1" = 40'



PLANS PREPARED FOR:  3318 CARRER ROAD, BLDG. 2 RALEIGH, NC 27607 OFFICE: (919) 662-4440										
PROJECT INFORMATION: <b>BEARWALLOW MOUNTAIN SITE # HP-1015</b> <b>SCO ID # 09-07507-01L</b> 5010 BEARWALLOW MOUNTAIN ROAD HENDERSONVILLE, NC 28735 (HENDERSON COUNTY)										
PLANS PREPARED BY: <b>TOWER ENGINEERING PROFESSIONALS</b> 3703 JUNCTION BOULEVARD RALEIGH, NC 27603-2633 OFFICE: (919) 661-6351 www.tengroup.net										
N.C. LICENSE # C-1794 										
SHEET TITLE: <b>SITE PLAN</b>										
SHEET NUMBER: <b>C-1</b>	REVISION: 1 <small>REP # 0623774</small>									
<table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>ISSUED FOR</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>06-27-10</td> <td>FINAL CONSTRUCTION</td> </tr> <tr> <td>0</td> <td>07-20-10</td> <td>PRELIMINARY CONSTRUCTION</td> </tr> </tbody> </table>		REV	DATE	ISSUED FOR	1	06-27-10	FINAL CONSTRUCTION	0	07-20-10	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR								
1	06-27-10	FINAL CONSTRUCTION								
0	07-20-10	PRELIMINARY CONSTRUCTION								
DRAWN BY: TRG    CHECKED BY: JBG										





PLANS PREPARED FOR:

3318 GARNER ROAD, BLDG. 2  
RALEIGH, NC 27607  
OFFICE: (919) 862-4440

PROJECT INFORMATION:  
**BEARWALLOW MOUNTAIN  
SITE # HP-1015**  
SCO ID # 09-07507-01L

5010 BEARWALLOW MOUNTAIN ROAD  
HEMLOCKVILLE, NC 28735  
(HEMLOCKVILLE COUNTY)

PLANS PREPARED BY:

**TOWER ENGINEERING PROFESSIONALS**  
3703 JUNCTION BOULEVARD  
RALEIGH, NC 27603-5283  
OFFICE: (919) 861-6351  
www.tedgroup.net

N.C. LICENSE # C-1794

SEAL:  
NORTH CAROLINA PROFESSIONAL ENGINEER  
JOHN B. GOINS  
082817  
August 27, 2010

1	08-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION
REV	DATE	ISSUED FOR:

DRAWN BY: TRG CHECKED BY: JBG

SHEET TITLE:  
**COMPOUND  
DETAIL**

SHEET NUMBER:  
**C-2**

REVISION:  
1

TEP #: 092374

**ANSI/TIA-222-G DESIGN NOTE:**

THE PROPOSED TOWER SHALL BE DESIGNED PER THE FOLLOWING PARAMETERS:

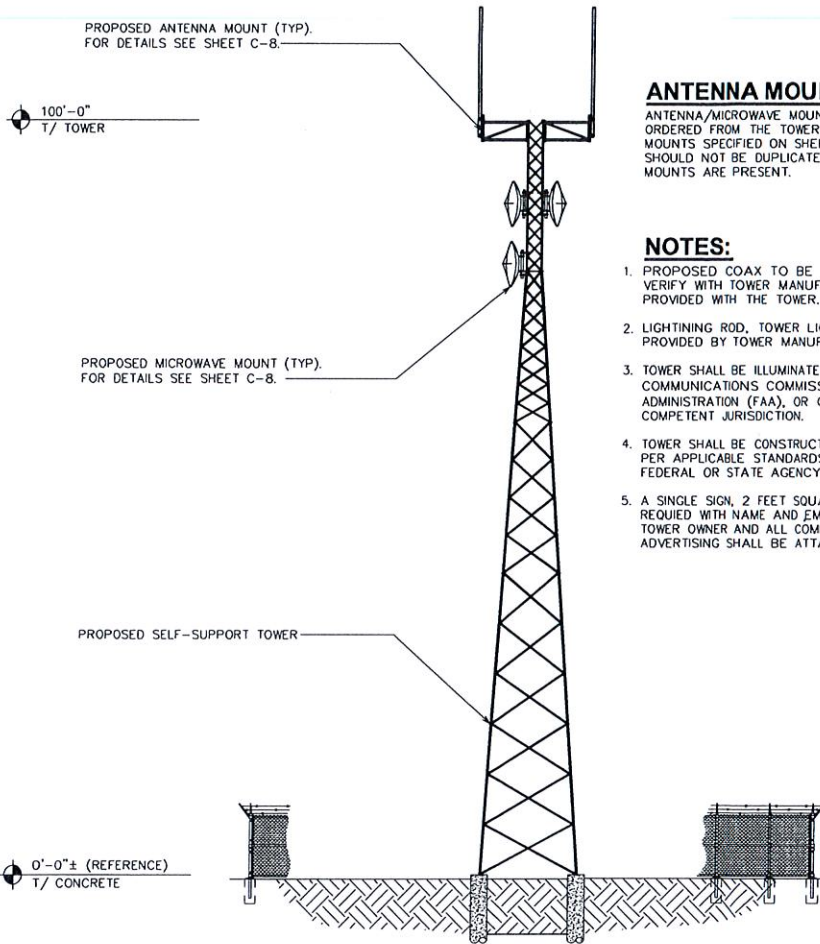
STRUCTURE CLASSIFICATION: III  
 EXPOSURE CATEGORY: B  
 TOPOGRAPHIC CATEGORY: 3  
 CREST HEIGHT: 1870'

**ANTENNA MOUNT NOTE:**

ANTENNA/MICROWAVE MOUNTS HAVE BEEN ORDERED FROM THE TOWER MANUFACTURER. MOUNTS SPECIFIED ON SHEET C-8 SHOULD NOT BE DUPLICATED IF EXISTING MOUNTS ARE PRESENT.

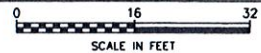
**NOTES:**

1. PROPOSED COAX TO BE MOUNTED TO WAVEGUIDE LADDER. VERIFY WITH TOWER MANUFACTURER THAT THE LADDER WILL BE PROVIDED WITH THE TOWER.
2. LIGHTNING ROD, TOWER LIGHTS, AND CLIMBING LADDER TO BE PROVIDED BY TOWER MANUFACTURER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
4. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



**TOWER ELEVATION**

SCALE: 1/8" = 1'-0"



SHEET NUMBER: <b>C-3</b>	REVISION: 1	SHEET TITLE: <b>TOWER ELEVATION</b>	DRAWN BY: TRG CHECKED BY: JBG	1 08-27-10 FINAL CONSTRUCTION	SEAL: 	TOWER ENGINEERING PROFESSIONALS 3703 JUNCTION BOULEVARD RALEIGH, NC 27603-5283 OFFICE: (919) 661-8351 www.teppro.com	PLANS PREPARED BY:	PROJECT INFORMATION: <b>BEARWALLOW MOUNTAIN</b> SITE # HP-1015 SCO ID # 09-07507-01L 5010 BEARWALLOW MOUNTAIN ROAD HENDERSONVILLE, NC 28735 (HENDERSON COUNTY)	PLANS PREPARED FOR: 3318 GARNER ROAD, BLDG. 2 RALEIGH, NC 27607 OFFICE: (919) 662-4440
				0 07-20-10 PRELIMINARY CONSTRUCTION REV/ DATE ISSUED FOR:					



*THIS SUB-SUBLEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION*

STATE OF NORTH CAROLINA

SUB-SUBLEASE AGREEMENT

COUNTY OF HENDERSON

THIS SUB-SUBLEASE AGREEMENT ("Sub-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 "Sub-Sublessor", and the COUNTY OF HENDERSON, a body politic and corporate, hereinafter referred to as "Sub-Sublessee" and each individually referred to herein as a "Party" and collectively referred to herein as the "Parties");

WITNESSETH:

THAT WHEREAS, Sub-Sublessor and Sub-Sublessee entered into a ground lease agreement dated _____, 2019 (the "Ground Sublease"), incorporated herein by reference, in which the Sub-Sublessee leased to Sub-Sublessor that certain parcel or tract of land lying and being in Henderson County, North Carolina having an address of 5010 Bearwallow Road, Gerton, North Carolina 27572 and being more particularly shown and described in the construction documents by Tower Engineering Professionals, dated 8/27/2010, TEP#082374, titled BEARWALLOW MOUNTAIN, SITE NUMBER: HP1015, SCO ID NUMBER: 09-07507-01L, with SHEET NUMBERS C-1 (SITE PLAN), C-2 (COMPOUND DETAIL), and C-3 (TOWER ELEVATION), attached hereinto (EXHIBIT A).

WHEREAS, pursuant to the terms of the Ground Sublease, Sub-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, Sub-Sublessor, subject to the terms and conditions set forth herein, now desires to sublet the Premises, as defined herein, to Sub-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, authority to approve and execute this sub-sublease agreement was delegated to the Department of Administration, by resolution adopted by the Governor and Council of State on the 9th day of January 2018; and

WHEREAS, the Parties have mutually agreed to the terms of this Sub-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, Sub-Sublessor does hereby let and Sub-Sublease unto Sub-Sublessee and Sub-Sublessee hereby takes and Sub-Subleases from Sub-Sublessor for and during 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: two (2) antennas at 100' AGL, four (4) at 50' AGL, and three (3) at 60' AGL on the self-supported communications tower ("Tower") constructed by Sub-Sublessor on the Site (the non-exclusive space on the Tower for the location of said antennas being referred to herein as the "Tower Space"), along with sufficient space in Sub-Sublessor's equipment building ("Building") to house three (3) racks. The exact location of the Tower Space on the Tower and space in the Building where may locate its Communications Equipment, as said term is defined herein, shall be designated by Sub-Sublessor in its reasonable discretion.
2. Ground Sublease Term. Pursuant to the Ground Sublease, Sub-Sublessor subleased the Site from for a term of six (6) years, commencing on the 1st day of January 2020 and terminating on the 31st day of December 2026 ("Ground Sub-Sublease Term").
3. Term. The term of this Sub-Sublease shall be for a period of six (6) years, commencing on the 1st day of January 2020 and terminating on the 31st day of December 2026, with one (1) automatic five (5) year renewal term, together (the "Term").
4. Rent. shall pay to Sub-Sublessor as rental for the Premises, the sum of ONE DOLLAR (\$ 1.00) for the Term.
5. Condition of Premises. Sub-Sublessor represents, subject to the terms of this Sub-Sublease, that the Premises are suitable for the uses described in Paragraph 6 below.
6. Use and Equipment. Sub-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 Sub-Sublessor. Sub-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. shall not drill, cut, saw, burn, add to or remove any part of the Tower without the prior written consent of Sub-Sublessor. Sub-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 Sub-Sublessor.

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

8. Conditions Precedent to Installation or Modification. Notwithstanding anything to the contrary herein, the Parties agree that Sub-Sublessee 's right to install its Communications Equipment or to make any modifications to its Communications Equipment at the Premises shall not commence until Sub-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 's proposed use of the Premises. Sub-Sublessor shall have the right to review said inter-modulation study, Tower loading analysis and governmental permits to determine if Sub-Sublessee 's Communications Equipment will cause a degradation in Sub-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 Sub-Sublessor determines in its sole discretion that the installation of, or modification to, Sub-Sublessee's Communications Equipment will result in a degradation of the VIPER system or adversely affect the physical and structural capacity of the Tower, Sub-Sublessee shall, at its sole cost and to the satisfaction of Sub-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. Sub-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. , Sub-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. Sub-Sublessor's and Sub-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. Sub-Sublessee confirms to Sub-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, Sub-Sublessee shall proceed immediately to correct and eliminate the interference. Sub-Sublessee shall cease operation of its Communications Equipment until the cause of such interference is removed. Should interference reasonably objectionable to Sub-Sublessee be caused by Sub-Sublessor's equipment, Sub-Sublessor shall cooperate with Sub-Sublessee to eliminate such interference. Sub-Sublessee expressly agrees to pay for such equipment as may be necessary to prevent its interference with any radio transmissions by Sub-Sublessor and will also be responsible for purchasing any

equipment to correct any interference that Sub-Sublessor's equipment may cause in Sub-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 Sub-Sublessee is notified of the interference, then Sub-Sublessor may terminate this Sub-Sublease forthwith without liability to Sub-Sublessee.

11. Repair and Maintenance. Sub-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. shall, at all times during the Term, at its own expense, maintain its Communications Equipment.

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

13. Sub-Sublessor's Right of Access. Sub-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 Sub-Sublessor may deem necessary or desirable without the same constituting an eviction of Sub-Sublessee in whole or in part, or a breach of this Sub-Sublease.

14. Sub-Sublessee's Right of Access. , with Sub-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 Sub-Sublessee and its agents and employees shall not compromise the security of the VIPER system or disturb or interfere with Sub-Sublessor's operations during such time as they are on the Premises.

15. Sub-Sublessor's Right to Terminate. In the event that Sub-Sublessor should elect, pursuant to the Ground Sublease, to abandon its use and possession of the Tower, Building and Site, this Sub-Sublease shall terminate without liability to Sub-Sublessor. Sub-Sublessor shall give not less than thirty (30) days written notice of its intent to so terminate this Sub-Sublease.

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

17. Fire or Other Casualty Loss.

(a) If the Premises is totally or partially destroyed by wind, explosion, fire, or casualty of any kind, either Sub-Sublessor or Sub-Sublessee shall have the option of terminating this Sub-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 Sub-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 Sub-Sublease within the provisions of subparagraph (a) above, then in either event, Sub-Sublessor agrees, at Sub-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. Sub-Sublessor shall not be liable for any interruption of Sub-Sublessee 's operations occasioned by electrical interference, wind, explosion, fire or other cause or casualty of any kind.

(c) If Sub-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, Sub-Sublessee shall have the right to immediately terminate this Sub-Sublease by written notice to Sub-Sublessor.

18. Insurance. Sub-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 's activities on or about Premises and its Communications Equipment located on the Premises. 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 Sub-Sublessor in any and all litigation.

19. Liability.

(a) To the extent permitted by applicable law, Sub-Sublessee shall be liable for the negligent or intentional acts or omissions of its agents and employees and shall save Sub-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 Sub-Sublessee or which may arise out of the installation, operation, repair, maintenance, inspection, or removal of Communications Equipment by Sub-Sublessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Sub-Sublessor, its agents or employees.

(b) As between Sub-Sublessor and, Sub-Sublessor, subject to the terms of this Sub-Sublease, Sub-Sublessee will be primarily liable for the negligent or intentional acts or omissions of its agents and employees. As to third parties, Sub-Sublessor is an immune sovereign and is not ordinarily subject to suit. However, Sub-Sublessor has enacted Chapter 143, Article 3), of the North Carolina General Statutes (the "Tort Claims Act"), pursuant to which Sub-Sublessor may be liable for the torts of its officers and employees, within the terms of the Tort Claims Act; accordingly, Sub-Sublessor will be primarily liable for any claims within the coverage of the Tort Claims Act. No provision of this Sub-Sublease shall be construed as constituting a waiver of Sub-Sublessor's sovereign immunity or Sub-Sublessor's immunity under the Eleventh Amendment of the Constitution of the United States.

20. Hazardous Materials.

(a) For purposes of this Sub-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 Sub-Sublease shall survive the assignment of this Sub-Sublease and the expiration, termination, cancellation or release of record of this Sub-Sublease.

(b) Sub-Sublessee agrees that it will conduct its activities on the Premises and the Site in compliance with all applicable Environmental Laws. As between Sub-Sublessee and Sub-Sublessor, Sub-Sublessee, subject to the terms of this Sub-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 Sub-Sublessee 's use of the Premises. As between Sub-Sublessor and Sub-Sublessee, Sub-Sublessor, subject to the terms of this Sub-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 Sub-Sublessor's use of the Site.

21. Right to Assign and Sub-Sublease. Sub-Sublessee shall not assign this Sub-Sublease or sublet the Premises or any part thereof without the prior written consent of Sub-Sublessor.

22. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Sub-Sublessor of any gift from anyone with a contract with Sub-Sublessor, or from any person seeking to do business with Sub-Sublessor. By execution of this Sub-Sublease, Sub-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 Sub-Sublease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.

25. Applicable Law. This Sub-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 Sub-Sublease shall not be construed as a waiver of the same in any other instance.

27. Complete Agreement. This Sub-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 Sub-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 Sub-Sublease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

29. Construction. No provision of this Sub-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 Sub-Sublease is solely for the convenience of identifying and indexing the various provisions in this Sub-

Sublease and shall in no event be considered otherwise in construing or interpreting any provision in this Sub-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 Sub-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 Sub-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 Sub-Sublease for Recording. At the request of either Party, Sub-Sublessor and shall execute a memorandum of this Sub-Sublease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Sub-Sublease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Sub-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 Sub-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

with a copy to : County of Henderson  
Attn: County Manager  
1 Historic Courthouse Square  
Hendersonville, North Carolina 28792

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 Sub-Sublease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgements below.

:

COUNTY OF HENDERSON

By: _____

Print Name: _____

Title: _____

ATTEST:

_____  
Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of the County of Henderson and that by authority duly given and as an act of the County of Henderson, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the day of _____, 2019.

_____  
Notary Public

My Commission Expires: _____

Print Name: _____

**SUB-SUBLESSOR:**

STATE OF NORTH CAROLINA

By: _____

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

**STATE OF NORTH CAROLINA**

**COUNTY OF WAKE**

I, _____, a Notary Public in and for the aforesaid County of _____ and the State of North Carolina, do certify that Tim Walton, personally came before me this day and acknowledged that he is Director of 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 _____, 2019.

_____  
Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT A

**SHEET C-1 (SITE PLAN), SHEET C-2 (COMPOUND DETAIL), & SHEET C-3 (TOWER ELEVATION)**

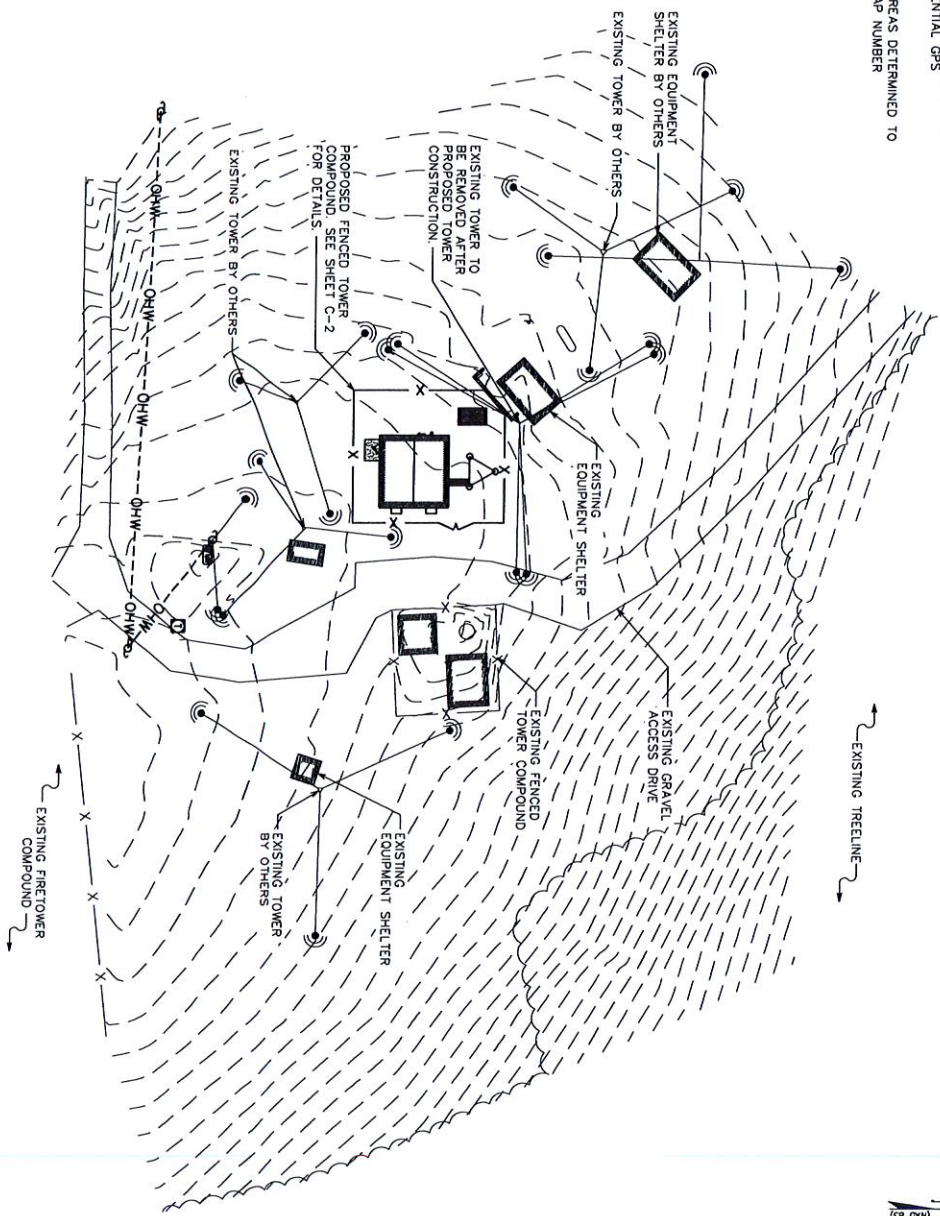
**NOTES:**

1. THIS PLAN HAS BEEN PREPARED WITHOUT THE BENEFIT OF A REPORT OF TITLE.
2. THIS PLAN DOES NOT REPRESENT A TITLE SURVEY.
3. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAN IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83), BASED ON DIFFERENTIAL GPS OBSERVATIONS PERFORMED ON APRIL 30, 2009.
4. THIS PROPERTY IS LOCATED IN FLOOD ZONE "X," AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN (FEMA/FIRM MAP NUMBER 3710060300J).
5. SUBJECT P/N: 0603499878
6. PROPERTY OWNER:  
GEORGE BARNWELL  
743 GRANT MOUNTAIN ROAD  
HENDERSONVILLE, NC 28792

**WATER SUPPLY NOTE:**

THE APPROVED WATER SUPPLY PER SECTION 508.1 OF THE PUBLIC WORKS ACT HAS BEEN ADDRESSED BY NOTICING THE HENDERSONVILLE FIRE DEPARTMENT MARSHAL OF THE LOCATION OF THE PROPOSED SITE. THE FIRE MARSHAL HAS RESPONDED WITH A LETTER THAT STATES THE FIRE DEPARTMENT'S RESPONSE IN A LETTER ADDRESSED TO THE NORTH CAROLINA DEPARTMENT OF ADMINISTRATION 06-29-10.

LEGEND	
—	EXIST. PROPERTY LINE
- - -	ADJ. PROPERTY LINE
—	EXIST. UTILITY POLE
⊠	EXIST. TELCO PEDESTAL
⊙	EXIST. MANHOLE COVER
⊙	EXIST. LIGHT POLE
---200---	EXIST. CONTOUR LINE
///	EDGE OF PAVEMENT
---OHW---	OVERHEAD WIRE
X	CHAIN LINK FENCE
~~~~~	EXISTING TREE LINE
●	IRON ROD FOUND
⊙	PROPERTY CORNER



SITE PLAN

SCALE: 1" = 40'

PLANS PREPARED FOR:

3318 GARNER ROAD, BLDG. 2
RALEIGH, NC 27607
OFFICE: (919) 662-4440

PROJECT INFORMATION:
**BEARWALLOW MOUNTAIN
SITE # HP-1015**
SCO ID # 09-07507-01L
5010 BEARWALLOW MOUNTAIN ROAD
HENDERSONVILLE, NC 28735
(HENDERSON COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
3703 JUNCTION BOULEVARD
RALEIGH, NC 27603-5253
OFFICE: (919) 661-6351
www.tengrpd.net

N.C. LICENSE # C-1794



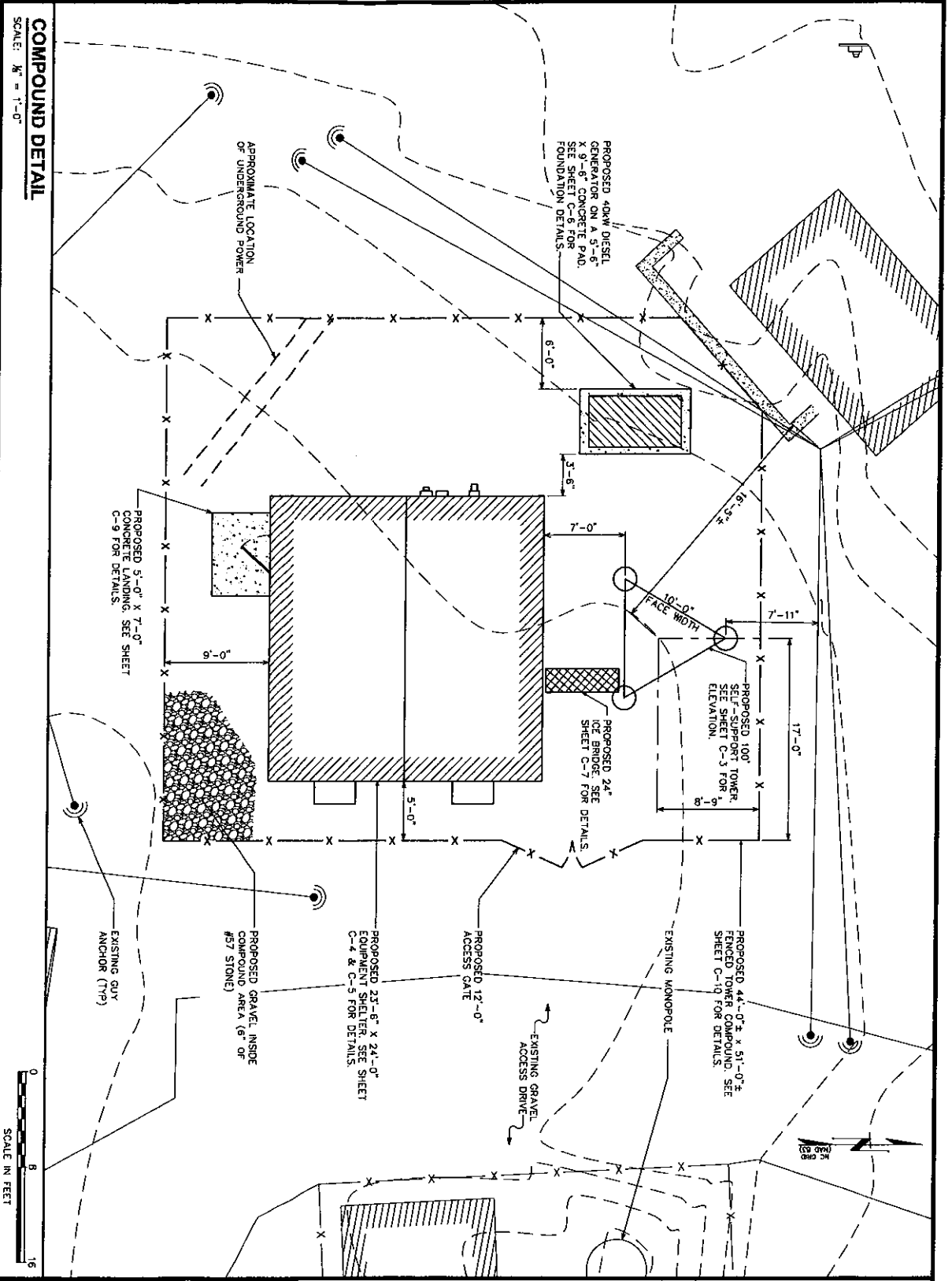
REV	DATE	ISSUED FOR
1	09-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TRG CHECKED BY: JBG


SITE PLAN

SHEET NUMBER:	REVISION:
C-1	1

TEP #: 082374



COMPOUND DETAIL
SCALE: 1/8" = 1'-0"

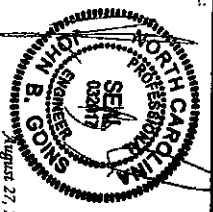
PLANS PREPARED FOR:

 3318 GARNER ROAD, BLDG. 2
 RALEIGH, NC 27607
 OFFICE: (919) 682-4440

PROJECT INFORMATION:
BEARWALLOW MOUNTAIN
SITE # HP-1015
SCO ID # 09-07507-01L
 5010 BEARWALLOW MOUNTAIN ROAD
 HENDERSONVILLE, NC 28735
 (HENDERSON COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 3703 LUNCTION BOULEVARD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 681-6551
 www.tegroup.net

N.C. LICENSE # C-1794



REV	DATE	ISSUED FOR
1	06-27-10	FINAL CONSTRUCTION
0	07-20-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TSG CHECKED BY: JBG

COMPOUND DETAIL

SHEET NUMBER: **C-2** REVISION: 1
 TEP #: 082374

ANSI/TIA-222-G DESIGN NOTE:

THE PROPOSED TOWER SHALL BE DESIGNED PER THE FOLLOWING PARAMETERS:

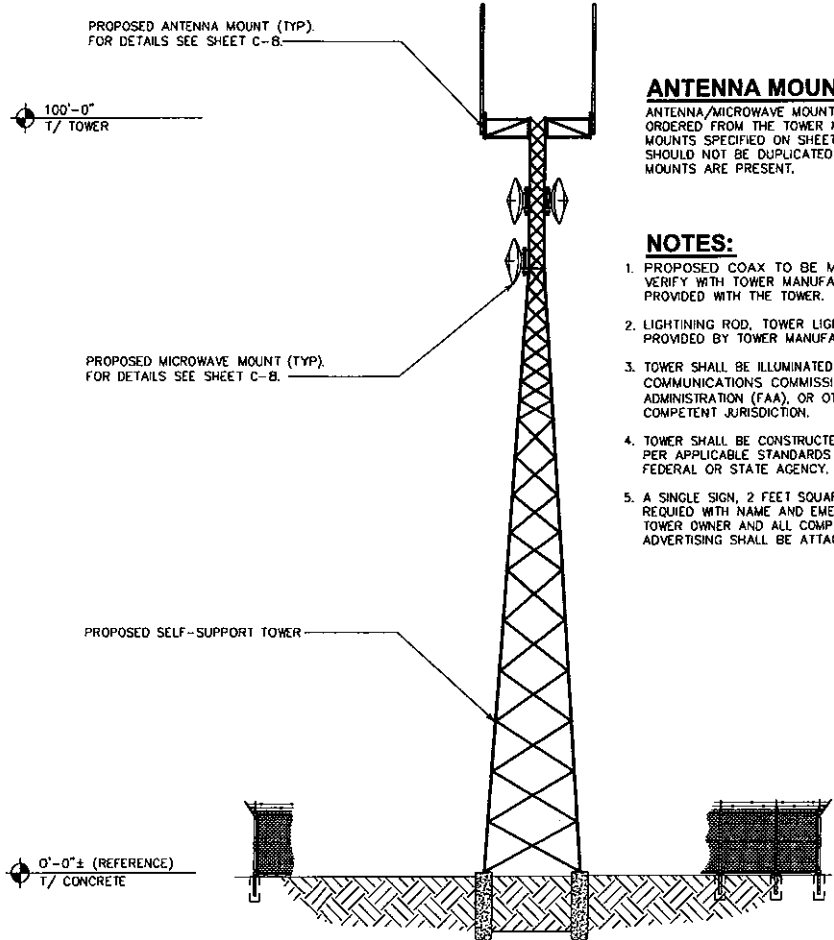
STRUCTURE CLASSIFICATION: III
 EXPOSURE CATEGORY: B
 TOPOGRAPHIC CATEGORY: 3
 CREST HEIGHT: 1870'

ANTENNA MOUNT NOTE:

ANTENNA/MICROWAVE MOUNTS HAVE BEEN ORDERED FROM THE TOWER MANUFACTURER. MOUNTS SPECIFIED ON SHEET C-8 SHOULD NOT BE DUPLICATED IF EXISTING MOUNTS ARE PRESENT.

NOTES:

1. PROPOSED COAX TO BE MOUNTED TO WAVEGUIDE LADDER. VERIFY WITH TOWER MANUFACTURER THAT THE LADDER WILL BE PROVIDED WITH THE TOWER.
2. LIGHTNING ROD, TOWER LIGHTS, AND CLIMBING LADDER TO BE PROVIDED BY TOWER MANUFACTURER.
3. TOWER SHALL BE ILLUMINATED ONLY AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC), THE FEDERAL AVIATION ADMINISTRATION (FAA), OR OTHER STATE OR FEDERAL AGENCY OF COMPETENT JURISDICTION.
4. TOWER SHALL BE CONSTRUCTED OF GALVANIZED STEEL OR PAINTED PER APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
5. A SINGLE SIGN, 2 FEET SQUARE, IN A VISIBLE LOCATION SHALL BE REQUIRED WITH NAME AND EMERGENCY TELEPHONE NUMBER OF THE TOWER OWNER AND ALL COMPANIES OPERATING ON THE TOWER. NO ADVERTISING SHALL BE ATTACHED TO THE TOWER.



TOWER ELEVATION

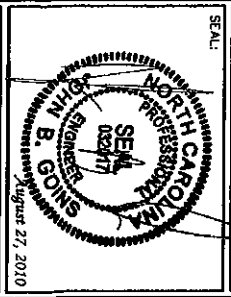
SCALE: 3/8" = 1'-0"



SHEET NUMBER: **C-3**
 REVISION: 1
 TEP #: 002374

REV#	DATE	ISSUED FOR:
1	06-27-10	FINAL CONSTRUCTION
0	07-26-10	PRELIMINARY CONSTRUCTION

DRAWN BY: TEG
 CHECKED BY: JGC



SEAL: **SEAN B. GIDDENS**
 NORTH CAROLINA PROFESSIONAL ENGINEER
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PLANS PREPARED BY:
PROJECT INFORMATION
BEARWALLOW MOUNTAIN
SITE # HP-1015
SCO ID # 09-07507-01L
 5010 BEARWALLOW MOUNTAIN ROAD
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PLANS PREPARED FOR:

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