



Town of Archer Lodge

AGENDA

Regular Council Meeting
Monday, June 5, 2023 @ 6:30 PM
Jeffrey D. Barnes Council Chambers

NCGS § 143-318.17. Disruptions of official meetings.

A person who willfully interrupts, disturbs, or disrupts an official meeting and who, upon being directed to leave the meeting by the presiding officer, willfully refuses to leave the meeting is guilty of a Class 2 misdemeanor.

Page

1. WELCOME/CALL TO ORDER:

- 1.a. Invocation
- 1.b. Pledge of Allegiance

2. APPROVAL OF AGENDA:

3. OPEN FORUM/PUBLIC COMMENTS:

(Maximum of 30 minutes allowed; 3 minutes per person)

4. CONSENT AGENDA:

4 - 40

- 4.a. Approval of Minutes:
06 Feb 2023 Regular Council Meeting Minutes
[Regular Council - Monday, 06 Feb 2023 - Minutes - Pdf](#)

5. DISCUSSION AND POSSIBLE ACTION ITEMS:

41 - 42

- 5.a. Discussion and Possible Action of Approving the Resolution Repealing Speed Limit on Buffalo Road per NCDOT with Certification (Resolution# AL2023-06-05a)
[AL2023-06-05a Resolution on Repealing Speed Limit on Buffalo Road per NCDOT with Certification](#)

- 43 - 44 5.b. Discussion and Possible Action of Approving the Resolution Adopting Speed Limit on Buffalo Road per NCDOT with Certification (Resolution# AL2023-06-05b)
[AL2023-06-05b Resolution on Adopting Speed Limit on Buffalo Road per NCDOT with Certification](#)
- 45 - 72 5.c. Discussion and Possible Action of Approving the Updated Option and Ground Lease Agreement Between the Town of Archer Lodge and APC Towers III, LLC
[Archer Lodge Proposed Option and Ground Lease](#)
- 73 - 77 5.d. Discussion and Possible Action of Approving the Updated Lease and Use Agreement Between the Town of Archer Lodge and the Archer Lodge Community Center, Inc.
[ALCC Lease and Use Agreement](#)
- 78 - 80 5.e. Discussion and Possible Action of Approving the Updated Memorandum of Understanding Between the Town of Archer Lodge and Johnston County Little League
[Johnston County Little League MOU v.3](#)
- 5.f. Discussion and Possible Action of Amending the Parks and Recreation Fee Schedule for Fiscal Year Ending June 2023
- 81 5.g. Discussion and Possible Action of Adopting the Town of Archer Lodge Safety Policy
[Safety Policy](#)
- 82 5.h. Discussion and Possible Action of Adopting the Town of Archer Lodge Post-Offer Drug Screen, Physical Exam, Driver's License Check, and Criminal History Check Policy
[Post-Offer Drug Screen, Physical Exam, Driver's License Check, and Criminal History Check Policy](#)
- 83 5.i. Discussion and Possible Action of Adopting the Town of Archer Lodge Drug & Alcohol-Free Workplace, Substance Abuse, and Drug and Alcohol Testing Policy
[Drug & Alcohol-Free Workplace, Substance Abuse, and Drug & Alcohol Testing Policy](#)

6. PRESENTATION:

- 6.a. Proposed Annual Budget Ordinance Presentation for Fiscal Year Ending June 30, 2024 ~
Bryan Chadwick, Budget Officer/Town Administrator
Kim Batten, Assistant Town Administrator/Finance Officer

7. TOWN ATTORNEY'S REPORT:

8. PLANNING/ZONING REPORT:

8.a. Planning/Zoning Update

84 - 86

8.b. Code Enforcement Monthly Report
[Monthly Report](#)

9. PARK UPDATE ~ MIKE GORDON:

10. TOWN ADMINISTRATOR'S REPORT:

11. HUMAN RESOURCES OFFICER/TOWN CLERK'S REPORT:

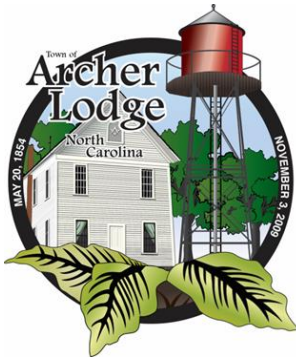
12. PARKS AND RECREATION DIRECTOR'S REPORT:

13. MAYOR'S REPORT:

14. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

15. ADJOURNMENT:



Regular Council - Minutes Monday, February 6, 2023

COUNCIL PRESENT:

Mayor Mulhollem
Mayor Pro Tem Castleberry
Council Member Bruton
Council Member Jackson
Council Member Purvis
Council Member Wilson

STAFF PRESENT:

Bryan Chadwick, Town Administrator
Marcus Burrell, Town Attorney
Brandon Emory, Interim Town Planner
Kim P. Batten, Assist. Town Admin./Finance Officer
Chris Allen, Parks & Recreation Director
Mike Gordon, Previous Town Administrator
Jenny Martin, Human Resources Officer/Town Clerk

COUNCIL ABSENT:

MEDIA PRESENT:

Page

1. WELCOME/CALL TO ORDER:

a) Invocation

Mayor Mulhollem called the meeting to order at 6:30 p.m. in the Jeffrey D. Barnes Council Chambers located at 14094 Buffalo Road, Archer Lodge, NC and declared a quorum present. Council Member Jackson offered the invocation.

b) Pledge of Allegiance

Mayor Mulhollem led in the Pledge of Allegiance to the US Flag.

2. APPROVAL OF AGENDA:

a) Mayor Mulhollem noted that we needed to include item 7d - Discussion and Possible Action of Approving the County Open Space Grant

Moved by: Council Member Wilson

Seconded by: Council Member Jackson

Approved Agenda to Include Item 7d - Discussion and Possible Action of Approving the County Open Space Grant.

CARRIED UNANIMOUSLY

3. VIRTUAL PRESENTATION:

a) Audit Presentation for Fiscal Year Ending June 30, 2022 ~ Mr. Dale Place of May & Place, PA

Auditor, Dale Place, attended the meeting using Microsoft Teams. He referred Council to the Table of Contents, page 2, of the Audit. Mr. Place

explained that it was divided into 7 sections. The first section is the Independent Auditors Report, and the Town received a clean opinion. Mr. Place referred Council to page 11, and the Town's total assets went from \$4.3 million in 2021 to \$6.4 million in 2022. The Town's liabilities went from almost \$1 million in 2021 to \$1.2 million in 2022. The Town's net position went from \$3.3 million in 2021 to \$5.2 million in 2022, which is good. Mr. Place referred Council to page 12, and the Town's revenues went from \$1.5 million in 2021 to \$2.8 million in 2022. The Town's expenses went down from \$1.064 million in 2021 to \$1.033 million in 2022, which means the Town is doing a good job controlling the expenses. This gave an increase of \$1.8 million to the net position. Mr. Place referred Council to page 24, the Town brought in more revenues than was budgeted by \$21,000. The total expenses were less than what was budgeted by \$202,000. The Town had a total increase of \$227,000 in the Fund Balance. Mr. Place referred Council to page 59, the total tax levy currently collected is 99.93%; that's up from 99.85%, so the Town is doing a great job collected taxes. Mr. Place stated that overall, the Town looked to be in great shape. Mr. Place thanked staff for all of the assistance.

No further comments or discussion.

4. OPEN FORUM/PUBLIC COMMENTS:

(Maximum of 30 minutes allowed; 3 minutes per person)

- a) **Mr. Doug Long of 201 Barrette Lane, Wendell, NC referred to the Town Ordinance 6-2 and pictures that he took. He expressed his concerns about 4 cats that are always at his house, and that the ordinance applies to any domesticated animal except for cats. Mr. Long shared that he feels that it is unfair to exclude cats. He explained that he has tried to talk to his neighbors about their cats being in his yard, but nothing has been done. Mr. Long stated that he feels that we are regulating pet owners and not animals. He just wants everybody to be treated equally, including cat owners.**

Discussion followed.

5. PRESENTATION:

- a) **Proclamation - ALL IN RED MONTH**

Mayor Mulhollem proclaimed February 6, 2023 as the start to a County Wide Heart Awareness Campaign called "**ALL IN RED MONTH**" by reading the following Proclamation:



Proclamation



WHEREAS, the well-being of our community is of paramount importance and maintaining excellent health among our citizens is a top priority, February marks the one month, county-wide heart health awareness campaign entitled **“ALL IN RED”**, presented by Johnston Health and Aramark, and organized by the Johnston Health Foundation; and

WHEREAS, in the United States, North Carolina, Johnston County, and Archer Lodge, heart disease is the leading cause of death among men and women; and

WHEREAS, Heart Disease and Stroke rank among the top five health priorities in Johnston County; per the 2019 Johnston County [Community Health Needs Assessment Implementation Plan](#); and

WHEREAS, per the Center for Disease Control and Prevention (CDC), about 80% of deaths from premature heart disease and stroke could be prevented by changes in physical activity, diet, education and management of common medical conditions; and

WHEREAS, **ALL IN RED** is an opportunity to increase heart health awareness, while addressing the growing needs of local heart patients; and

WHEREAS, the **ALL IN RED** campaign invites all Johnston County residents, business owners and visitors to participate in this initiative by **wearing RED on February 3, 2023, NATIONAL WEAR RED DAY**, and/or **running a RED promo or fundraiser in February**; and

WHEREAS, the financial challenges of a heart patient are enormous; all funds raised within this campaign period will benefit local heart patients through the Johnston Health Foundation’s Heart Fund; and

WHEREAS, on this day, we recognize heart disease and stroke survivors, those battling the disease, their families who are their source of love and encouragement, and applaud the efforts of our medical professionals who provide quality care; and

NOW, THEREFORE, LET IT BE PROCLAIMED by the honorable Mayor and the Archer Lodge Town Council, do hereby encourage businesses and citizens in our community to support and participate in this event and proudly proclaim February 2023 as

“ALL IN RED MONTH”

DULY PROCLAIMED THIS 6TH DAY OF FEBRUARY 2023, WHILE IN REGULAR SESSION.

Matthew B. Mulhollem
Mayor

6. ORGANIZATIONAL ITEMS:

a) Welcome Bryan Chadwick, Archer Lodge's new Town Administrator

Mr. Mike Gordon introduced the Town's new Town Administrator, Mr. Bryan Chadwick, explaining his background. Mr. Gordon stated that Mr. Chadwick received his undergraduate degree from Campbell University and went through Basic Law Enforcement Training (BLET) at Carteret Community College. Mr. Chadwick started his career in Government as a Police Officer. Later, he received his master’s degree in Public Administration. Mr. Chadwick has also served as a Planner and Grant Administrator for the North Carolina State Highway Patrol. He has served as an Administrator at Indian Beach, North Topsail Beach, and the Town of Newport. He has extensive knowledge and experience with planning and emergency management issues.

Mr. Gordon welcomed the Town's new Town Administrator, Mr. Bryan Chadwick.

b) Administration of Oath of Town Administrator Bryan R. Chadwick by Mayor Matthew B. Mulhollem

Mayor Mulhollem administered the Oath of Town Administrator to Bryan R. Chadwick, with the support of the now previous Town Administrator, Mike Gordon, which appears as follows:

STATE OF NORTH CAROLINA
 COUNTY OF JOHNSTON
 TOWN OF ARCHER LODGE

23R001194-500

FILED


DATE 2-27-23 TIME 12:00pm

OATH OF OFFICE FOR THE TOWN ADMINISTRATOR


TOWN OF ARCHER LODGE BY JOHNSTON COUNTY C.S.C. CA
 DEPUTY

I, **Bryan R. Chadwick**, do solemnly swear (or affirm) that I will support the Constitution of the United States of America; that I will be faithful and bear true allegiance to the State of North Carolina, and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability.


I, **Bryan R. Chadwick**, do swear (or affirm) that I will faithfully and impartially execute the duties of the Town Administrator for the Town of Archer Lodge, North Carolina according to the best of my skills and ability, according to law.


 Bryan R. Chadwick

Sworn to and subscribed before me
 this 6th day of February 2023.



Matthew B. Mulhollem
 Mayor
 Town of Archer Lodge



7. DISCUSSION AND POSSIBLE ACTION ITEMS:

10 - 37

- a) APC Towers Presentation ~ Daniel Agresta, President & CEO and Paul Alvarez, Vice President of Construction Discussion and possible action of the drawings and photo simulations of the site**

Paul Alvarez created and presented to Council and Staff a presentation which appears after the signature page of the minutes.

Discussion followed. Council discussed being in favor of the drawings and photo simulations for the water tank cell tower.

Moved by: Council Member Wilson

Seconded by: Mayor Pro Tem Castleberry

Approved to Proceed with the Drawings and Photo Simulation of the Water Tank Tower that was Presented.

CARRIED UNANIMOUSLY

[Archer Lodge Town Council Proposal](#)

b) Discussion and possible action of selecting the Liaison between the Town of Archer Lodge Board and the Archer Lodge Community Center Board

It was stated that Mr. Mike Gordon was the liaison in the past. Council and staff nominated the new Parks and Recreation Director, Mr. Chris Allen, as the new liaison.

Moved by: Council Member Jackson

Seconded by: Council Member Purvis

Approved to Make the Parks and Recreation Director the Liaison Between the Town of Archer Lodge Board and the Archer Lodge Community Center Board.

CARRIED UNANIMOUSLY

c) Discussion and possible action of approving the Assistant Town Administrator/Finance Officer job description

Ms. Jenny Martin explained that this job description is based off of the reclassification of Ms. Kim Batten and what her current roles are.

Discussion was had to add some minor changes to the job description. Mayor Mulhollem suggested revising the job description and revisiting it again at the next regular council meeting.

d) Discussion and possible action of approving the County Open Space Grant

Mr. Chris Allen informed Council that the Town is applying for an open space grant with the County, and this grant will be a match of 5%. The Town is going to ask for a total between \$250,000 and \$300,000. Mr. Allen explained that this grant will be used for the Town Park project.

Mr. Bryan Chadwick explained that this is just to get the approval from Council to request the maximum dollar figure. The grant application is due on February 16, 2023.

Mr. Mike Gordon reiterated what this grant is and explained the history of the County up to now in regards of the grant.

Discussion followed.

Moved by: Council Member Jackson

Seconded by: Council Member Purvis

Approved the Authorization for Staff to Apply for the County Open Space Grant with a Maximum Match from the Town of Up to \$15,000.

CARRIED UNANIMOUSLY

8. TOWN ATTORNEY'S REPORT:

a) Attorney Burrell welcomed Mr. Bryan Chadwick on board.

9. TOWN ADMINISTRATOR'S REPORT:

- a) The new Town Administrator, Mr. Bryan Chadwick, expressed that he was excited for the opportunity. Mr. Chadwick explained to Council that he has been going around meeting people in the community, such as the Sheriff, the County Manager, and the Chamber of Commerce.

10. ASSISTANT TOWN ADMINISTRATOR/FINANCE OFFICER'S REPORT:

a) Interim Financial Reports for December 2022

Ms. Batten shared an interim summary of all funds ending December 31, 2022. She noted that the collection rate for revenues is 61%. Our numbers are in the black this month, which is fantastic.

Regarding the Capital Reserve Fund, 106% has been collected.

Regarding the Park Reserve Fund, the total revenue to date is roughly \$63,300. The only expense that we had was earlier in the year when the Town paid the Smith Family.

Regarding the Public Safety Reserve Fund, we are 100% collected.

When comparing revenues in December 2022 with December 2021, the difference is \$209,000. Ms. Batten stated that the expenditures were higher this December in Public Safety and also in Administration, Planning and Zoning, and Cultural and Recreation because we hired more staff. December 2022 was better than December 2021 by \$128,000.

Regarding the PARTF Project Fund 41, the real time figure, as of February 2nd, of what the Town has spent towards this fund is \$559,317.00. The only amount that has been reimbursed on the PARTF Grant is \$254,807.00. Ms. Batten explained that she has another request in and that we have not received the fund ending 12-31-22. The only amount that we have left to encumber of the PARTF Grant is \$51,943.00.

Regarding the ARPA Fund 42, Ms. Batten explained that the funds that have already been spent, as of February 2nd, is \$536,794.00. The amount that has been encumbered already is \$401,851.00. The amount that we have left to encumber of the ARPA Fund is \$115,007.00, and we are supposed to have that encumbered by December 2024.

Regarding the SCIF Fund 43, we received this amount up front, which was \$850,000.00. As of February 2nd, we have paid out \$38,653.00 and encumbered \$229,110.00. We have \$585,685.00 left to encumber.

No further comments or discussion.

11. HUMAN RESOURCES OFFICER/TOWN CLERK'S REPORT:

a) Personnel Action Form

Ms. Martin explained that she created a Personnel Action Form for the Town to document any employee changes; such as pay increases, job changes, leaves of absences, etc. to help us to keep track and keep everybody on the same page. The form will also be placed in the employee's file once it has been processed in the system.

b) Local Government Federal Credit Union Advisory Council Summit

Ms. Martin shared that she was a part of the Local Government Federal Credit Union Advisory Council to serve as the middleman between the employees and the credit union. Having the ability to join the credit union is an employee benefit for working with the Town. She explained that they have a summit tomorrow in Raleigh to help share what employees/members would want to see out of a credit union since they have plans on breaking away from the State Employees Credit Union. She hopes to be able to share some information and feedback after the collaboration at the summit.

c) Clerks Certification Course

Ms. Martin shared that her first week of class for her clerk's certification is next week in Chapel Hill. She stated that she will be out of the office all next week attending that class for her certification.

d) North Carolina League of Municipalities Town/State Dinner

Ms. Martin also wanted to remind Council and Staff about the North Carolina League of Municipalities Town/State Dinner that is on the 22nd of this month. She asked for Council and Staff to let her know if they would like to attend that dinner in order to be registered for that event.

No further comments or discussion.

12. PARKS AND RECREATION DIRECTOR'S REPORT:

a) Mission/Vision Statement

Mr. Allen developed a mission and vision statement for the Parks and Recreation Department since it's a new department of the town. This statement explains what we do and how we do it. He shared that it comes from what was created for the 2014 Land Use Plan. This statement will be to show that we may be a small town, but we will have a big impact. Mr. Allen asked Council to please let him know of any feedback in regards to this statement.

b) Spring Sports Ideas

Mr. Allen shared that he signed an agreement with Archer Lodge Middle School last week, so the Town is now able to use their facilities such as the gym, baseball field, and football field. He also shared that he is waiting to hear back from Corinth Holders High School to see if we would be able to use their facilities as well. Mr. Allen is hoping to offer flag football and kickball in the spring. He wants to provide something for all ages, from toddlers to senior citizens.

c) Contracts Updates

Mr. Allen shared that we are still working out contracts with Johnston County Little League and the Neuse River Futbol Alliance. These contracts will explain what the Town's responsibilities will be and what these associations' responsibilities will be. Mr. Allen shared that we are also working on a contract with the Archer Lodge Community Center, LLC. We are hoping to have those agreements finalized soon.

d) Senior Games

Mr. Allen explained that the Town of Archer Lodge is now a participating agency for the Johnston County Senior Games. The citizens are now allowed to come to Town Hall to sign up for Senior Games. Mr. Allen said that his goal is to be able to host some of the Senior Games events next year.

Mr. Allen stated that he has now implemented a Parks and Recreation Software. This software will work with the Town's finance software for an easy transition. Mr. Allen shared that this software will be used for scheduling, rentals, and registrations. The citizens will be able to do all of this online instead of having to come to Town Hall.

Discussion was had explaining that the participants who live in the Town of Archer Lodge will get a discount for the Town's Parks and Recreation events compared to those who live outside of the Town of Archer Lodge. There was also conversation about Mr. Allen reaching out to the YMCA to get information about their facilities.

13. PLANNING/ZONING REPORT:

a) Planning/Zoning Update

Mr. Emory reported that things are going well in planning and zoning. He stated that the level of communication at the Town of Archer Lodge is great, and everybody is on the same page.

Mr. Emory shared that they had their planning board meeting at the end of January. They went over the rules and responsibilities of the planning board members. There was no new information from that meeting that needs to be addressed to Council at this time.

No further comments or discussion.

b) Code Enforcement Monthly Report

Mr. Emory filled in for Mr. Curry for this part of the agenda. He shared the following update:

- 23 new cases were opened
- 16 cases were abated
- 6 notice of hearings have been sent out

90% of the interactions with the citizens have been great interactions. Mr. Emory stated that they try to educate the citizens and work with them on the violations. Most of the cases have made progress, very rarely do they have citizens who don't make any progress.

Discussion was had on how they go about finding these violations. Mr. Emory explained that once they get a complaint, they will also address issues that they see around that same area.

14. MAYOR'S REPORT:

- a) Mayor Mulhollem expressed that this was another exciting meeting and another historic night for the Town. He thanked Mr. Mike Gordon for all of his years of service with the Town. Mayor Mulhollem shared that he was looking forward to working with the new Town Administrator, Mr. Bryan Chadwick.**

Mayor Mulhollem stated that based on the reports from all of the departments, we have first class staff and that the Town was lucky to have them. He encouraged Council to take the opportunity to visit with staff during the week.

15. COUNCIL MEMBERS' REMARKS:

(non-agenda items)

- a) **Council Member Wilson made comments about how the weather has been in Archer Lodge lately, sunny one minute and raining the next.**

 - b) **Council Member Jackson reminisced on Mr. Mike Gordon's history with the Town and showed gratitude for the roles that he served. He feels that we have all of the right people in place and thanked Staff for all that they do for the Town.**

 - c) **Council Member Purvis had no remarks.**

 - d) **Mayor Pro Tem Castleberry thanked Mr. Mike Gordon for all that he has done for the Town. He told Mr. Chris Allen that he felt that he was perfect for the Parks and Recreation role. He also expressed to Mr. Bryan Chadwick that he feels like they were old pals because he fits right in with the Town.**

 - e) **Council Member Bruton said that the agenda tonight made her realize that we are really a town now. She feels that we have a bright future ahead of us.**
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16. ADJOURNMENT:

- a) No further business.
Moved by: Council Member Jackson
Seconded by: Mayor Pro Tem Castleberry
Adjourned meeting at 8:44 p.m.

CARRIED UNANIMOUSLY

Matthew B. Mulhollem, Mayor

Jenny Martin, Town Clerk



ARCHER LODGE TOWN COUNCIL PROPOSAL



OVERVIEW

Proposed 180' Concealment Tower

Site Name: Archer Lodge

Site Number: NC-1056

Proposing:

- Better Cellular Coverage for the Town of Archer Lodge
- Additional Revenue for Parks and Recreation



LOCATIONS



Location 1 - Existing View



Photo facing southwest toward the proposed tower location from Darcy Dr

Location 2 - Existing View



Photo facing west toward the proposed tower location from Steeler Ln

Location 3 - Existing View



Photo facing north toward the proposed tower location from Castleberry Rd

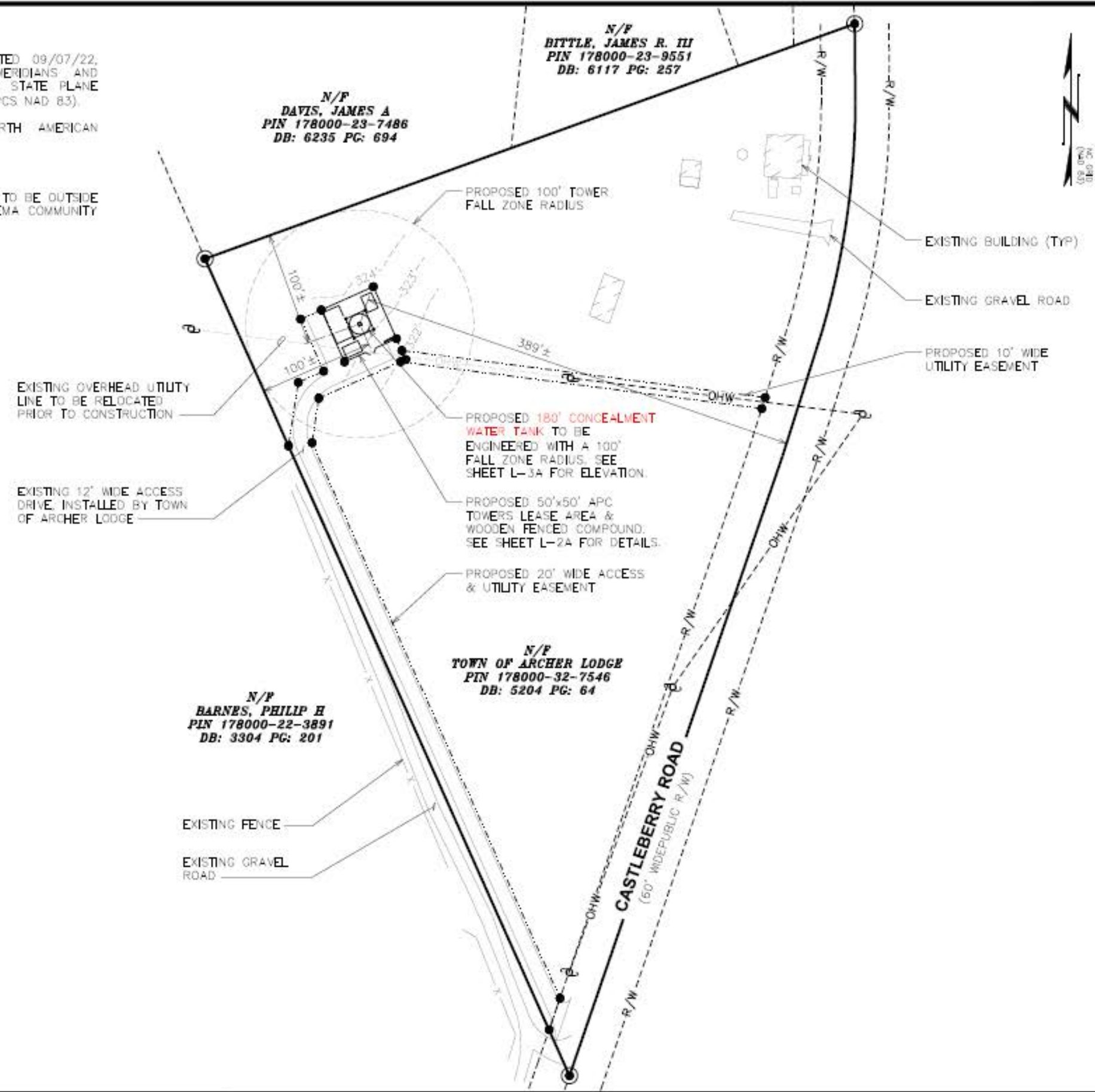


***WATER
TANK***

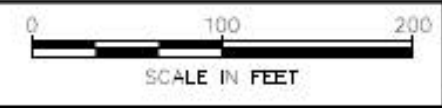
NOTES:

1. SITE PLAN SHOWN BASED ON A SURVEY BY C.J.T. DATED 09/07/22, PROVIDED BY APC TOWERS. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83).
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3720178000J, DATED DECEMBER 2, 2005.

LEGEND	
	EXIST. PROPERTY LINE
	ADJ. PROPERTY LINE
	EXIST. UTILITY POLE
	EXIST. LIGHT POLE
	EXIST. HYDRANT
	EXIST. TELCO PEDESTAL
	PROPERTY CORNER
	LEASE/EASE CORNER
	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	RIGHT-OF-WAY
	CHAIN LINK FENCE
	EXISTING TREE LINE



SITE PLAN - CONCEALMENT WATER TANK OPTION
SCALE: 1" = 100'



PLANS PREPARED FOR:
APC Towers
8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:
SITE ID: NC-1056
SITE NAME: ARCHER LODGE
2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
(JOHNSTON COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-5283
OFFICE: (919) 681-6351
www.tepgroup.net
N.C. LICENSE # C-1794

LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

REV	DATE	ISSUED FOR:
1	02-01-23	LEASE EXHIBIT
0	12-07-22	LEASE EXHIBIT

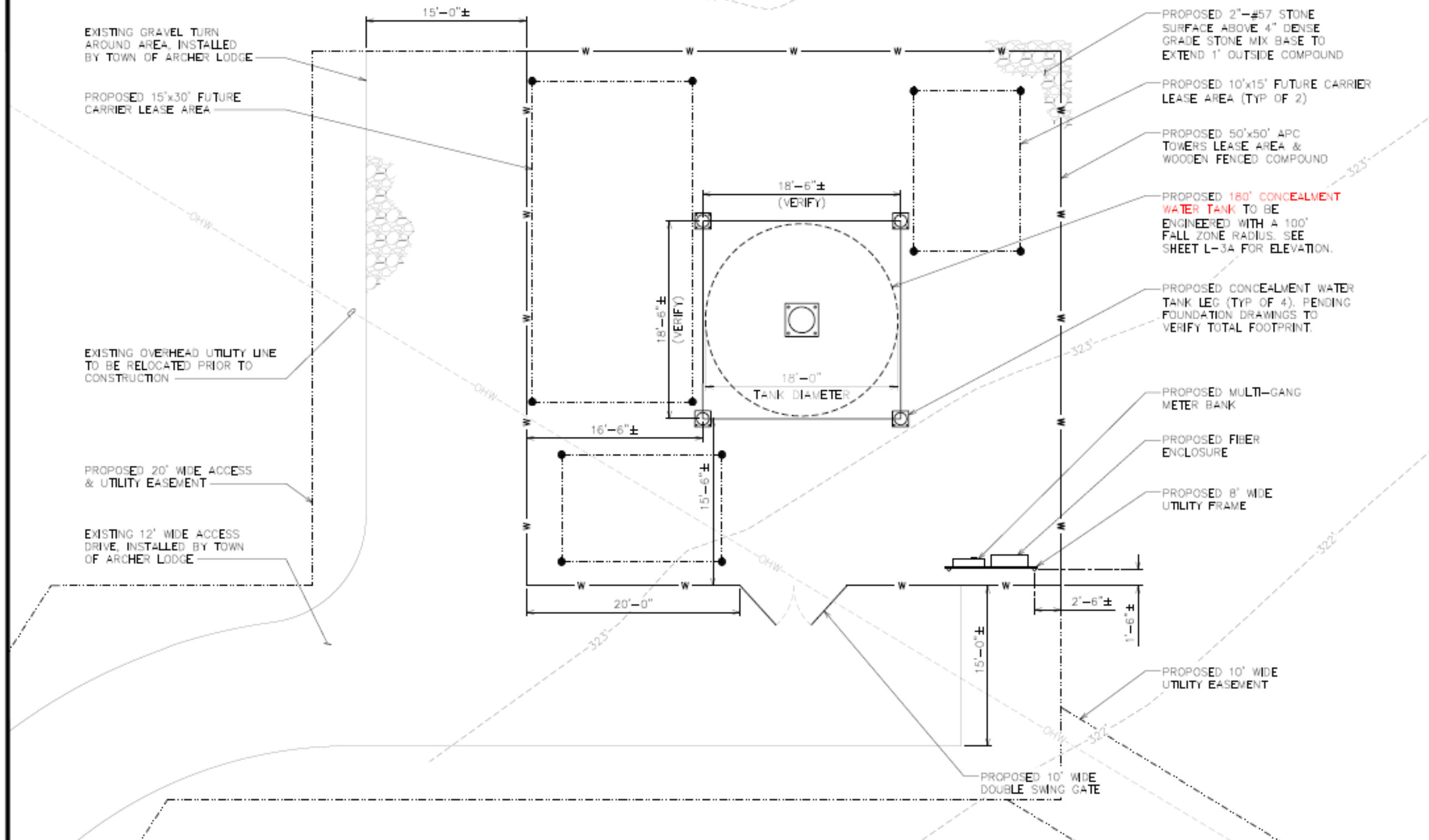
DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:
SITE PLAN OPTION A

SHEET NUMBER: **L-1A** REVISION: **1**
TEP # 326338

NOTES:

1. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
2. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
3. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3720178000J, DATED DECEMBER 2, 2005.



PLANS PREPARED FOR:

APC Towers

8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
SITE NAME: ARCHER LODGE

2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
(JOHNSTON COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
326 TRYON ROAD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794

LEASE EXHIBIT
DO NOT USE FOR
CONSTRUCTION

REV	DATE	ISSUED FOR:
1	02-01-23	LEASE EXHIBIT
0	12-07-22	LEASE EXHIBIT

DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:

**COMPOUND DETAIL
OPTION A**

SHEET NUMBER: **L-2A** REVISION: **1**

TEP # 326338

COMPOUND DETAIL - CONCEALMENT WATER TANK OPTION

SCALE: 1" = 10'



NOTES:

- 1. TOWER TO BE PAINTED RED AND BLACK PER TOWN OF ARCHER LODGE SPECIFICATIONS. PROPOSED PAINT MUST MEET APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
- 2. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.

180'-0"±
T/CONCEALMENT WATER TANK

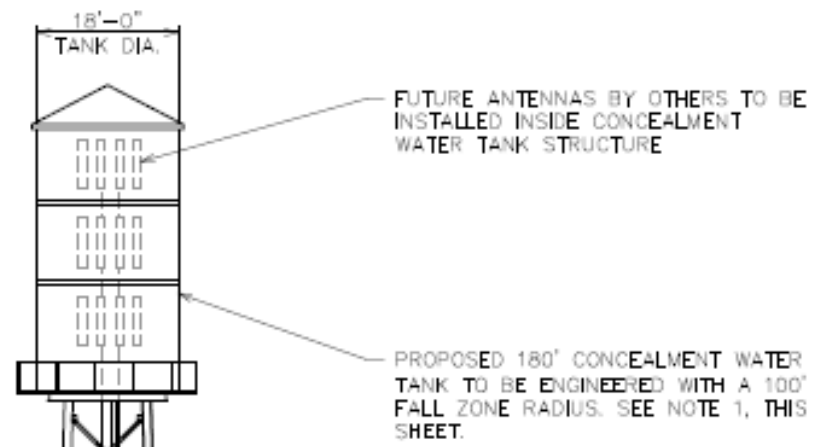
170'-0"±
T/FUTURE CARRIER ANTENNAS

160'-0"±
T/FUTURE CARRIER ANTENNAS

150'-0"±
T/FUTURE CARRIER ANTENNAS

8'-0"±
T/FENCE

0'-0" (REF.)
T/GRADE



PROPOSED WOODEN FENCED COMPOUND

PLANS PREPARED FOR:



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
SITE NAME: ARCHER LODGE

2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
(JOHNSTON COUNTY)

PLANS PREPARED BY:



TOWER ENGINEERING PROFESSIONALS

326 TRYON ROAD
RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
www.tepgroup.net

N.C. LICENSE # C-1794



REV	DATE	ISSUED FOR:
1	02-01-23	LEASE EXHIBIT
0	12-07-22	LEASE EXHIBIT

DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:

**TOWER ELEVATION
OPTION A**

SHEET NUMBER: REVISION:

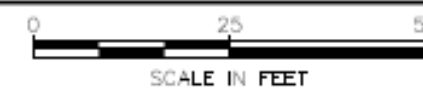
L-3A

1

TEP # 326338

TOWER ELEVATION - CONCEALMENT WATER TANK OPTION

SCALE: 1" = 25'



Location 1 - Proposed View Water Tank Option



Photo facing southwest toward the proposed tower location from Darcy Dr

Location 2 - Proposed View Water Tank Option



Photo facing west toward the proposed tower location from Steeler Ln

Location 3 - Proposed View Water Tank Option



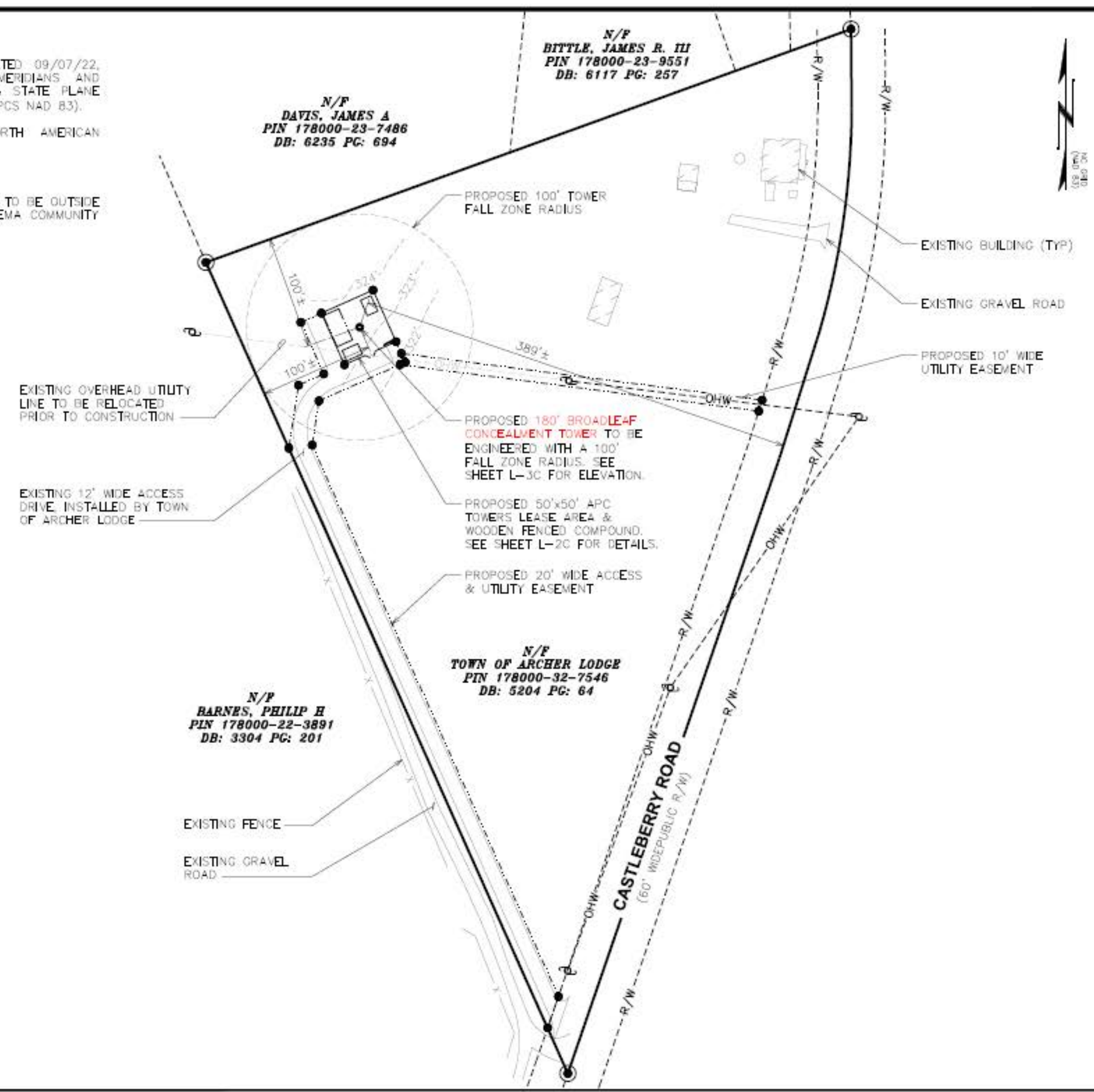
Photo facing north toward the proposed tower location from Castleberry Rd



NOTES:

1. SITE PLAN SHOWN BASED ON A SURVEY BY C.J.T. DATED 09/07/22, PROVIDED BY APC TOWERS. THE BASIS OF THE MERIDIANS AND COORDINATES FOR THIS PLAT IS THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NCSPCS NAD 83).
2. VERTICAL INFORMATION SHOWN, BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) IN FEET.
3. ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED.
4. THE TOWER IS LOCATED IN ZONE "X," AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN ACCORDING TO FEMA COMMUNITY PANEL #3720178000J, DATED DECEMBER 2, 2005.

LEGEND	
	EXIST. PROPERTY LINE
	ADJ. PROPERTY LINE
	EXIST. UTILITY POLE
	EXIST. LIGHT POLE
	EXIST. HYDRANT
	EXIST. TELCO PEDESTAL
	PROPERTY CORNER
	LEASE/EASE CORNER
	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	RIGHT-OF-WAY
	CHAIN LINK FENCE
	EXISTING TREE LINE



PLANS PREPARED FOR:
APC Towers
 8601 SIX FORKS ROAD, SUITE 250
 RALEIGH, NC 27615
 (919) 324-1922

PROJECT INFORMATION:
SITE ID: NC-1056
SITE NAME: ARCHER LODGE
 2743 CASTLEBERRY ROAD
 CLAYTON, NC 27527
 (JOHNSTON COUNTY)

PLANS PREPARED BY:

TOWER ENGINEERING PROFESSIONALS
 326 TRYON ROAD
 RALEIGH, NC 27603-5263
 OFFICE: (919) 661-6351
 www.tepgroup.net
 N.C. LICENSE # C-1794

LEASE EXHIBIT
DO NOT USE FOR CONSTRUCTION

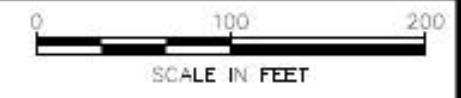
REV	DATE	ISSUED FOR:
1	02-01-23	LEASE EXHIBIT
0	12-07-22	LEASE EXHIBIT

DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:
SITE PLAN OPTION C

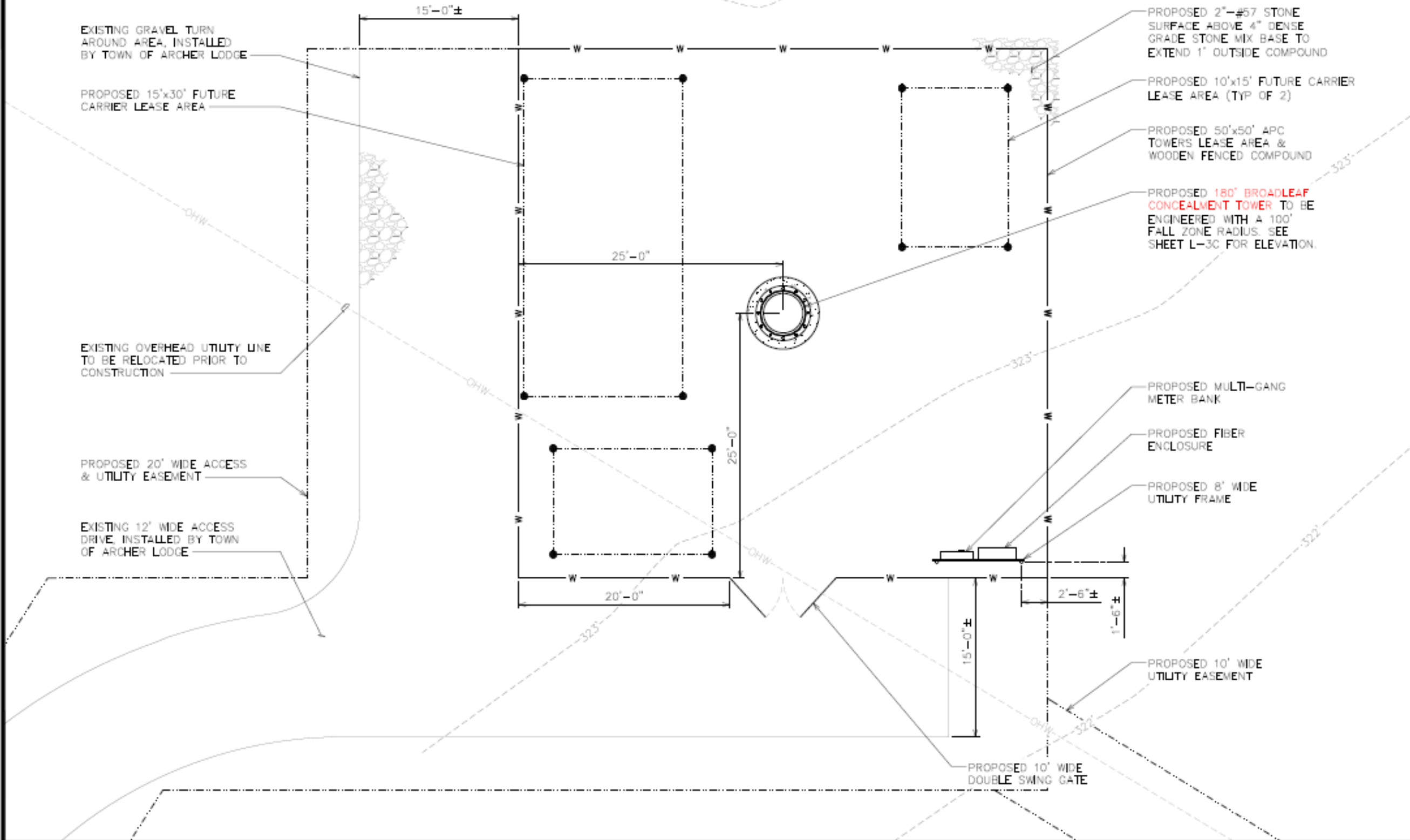
SHEET NUMBER: **L-10** REVISION: **1**
 TEP # 326338

SITE PLAN - CONCEALMENT BROADLEAF TOWER OPTION
 SCALE: 1" = 100'



NOTES:

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PLANS PREPARED FOR:

APC Towers

8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
SITE NAME: ARCHER LODGE

2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
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REV	DATE	ISSUED FOR:
I	02-01-23	LEASE EXHIBIT
O	12-07-22	LEASE EXHIBIT

DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:

**COMPOUND DETAIL
OPTION C**

SHEET NUMBER: **L-20** REVISION: **1**

TEP # 326338

COMPOUND DETAIL - CONCEALMENT BROADLEAF TOWER OPTION

SCALE: 1" = 10'

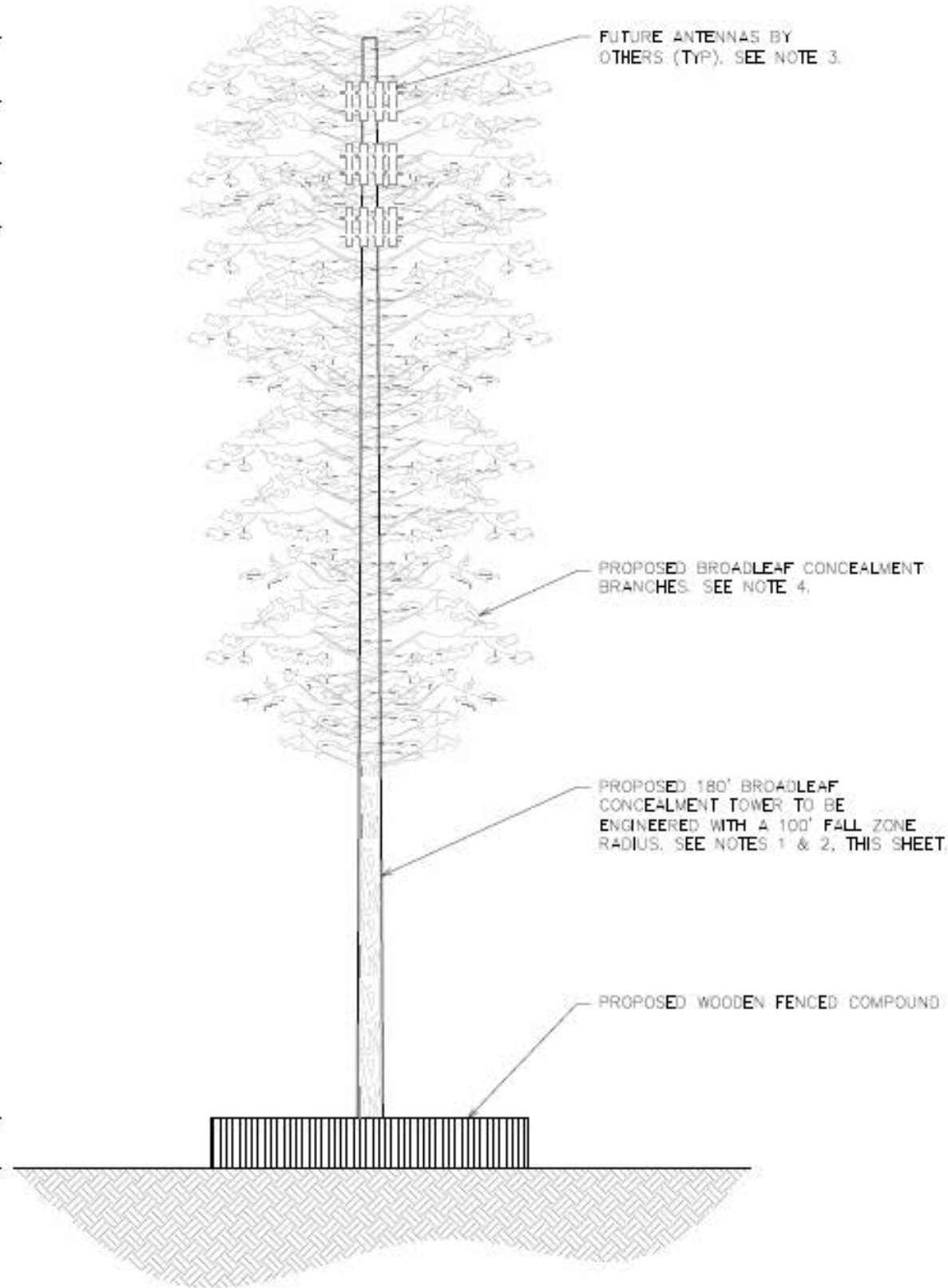


NOTES:

1. PROPOSED TOWER PAINT MUST MEET APPLICABLE STANDARDS OF THE FAA OR OTHER APPLICABLE FEDERAL OR STATE AGENCY.
2. TOWER ELEVATION SHOWN FOR REFERENCE ONLY. VERIFY ACTUAL TOWER DESIGN & LOADING WITH TOWER DRAWINGS FROM MANUFACTURER AND/OR PASSING STRUCTURAL ANALYSIS PRIOR TO CONSTRUCTION.
3. ALL FUTURE CARRIER ANTENNAS AND ARRAYS MUST BE LOCATED WITHIN THE TIPS OF THE BRANCHES AND PAINTED GREEN TO MATCH THE BRANCHES.
4. VERIFY CONCEALMENT BRANCH ATTACHMENT & DIMENSIONS WITH FINAL APPROVED TOWER DESIGN PRIOR TO CONSTRUCTION.

- 180'-0"±
T/CONCEALMENT TOWER
- 170'-0"±
L/FUTURE CARRIER ANTENNAS
- 160'-0"±
L/FUTURE CARRIER ANTENNAS
- 150'-0"±
L/FUTURE CARRIER ANTENNAS

- 8'-0"±
T/FENCE
- 0'-0" (REF.)
T/GRADE



PLANS PREPARED FOR:

8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
SITE NAME: ARCHER LODGE

2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
(JOHNSTON COUNTY)

PLANS PREPARED BY:

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DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:

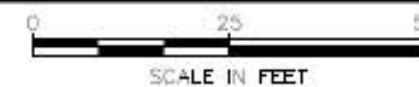
**TOWER ELEVATION
OPTION C**

SHEET NUMBER: **L-3C** REVISION: **1**

TEP # 326338

TOWER ELEVATION - CONCEALMENT BROADLEAF TOWER OPTION

SCALE: 1" = 25'



Location 1 - Proposed View Broadleaf Option



Photo facing southwest toward the proposed tower location from Darcy Dr

Location 2 - Proposed View Broadleaf Option



Photo facing west toward the proposed tower location from Steeler Ln

Location 3 - Proposed View Broadleaf Option



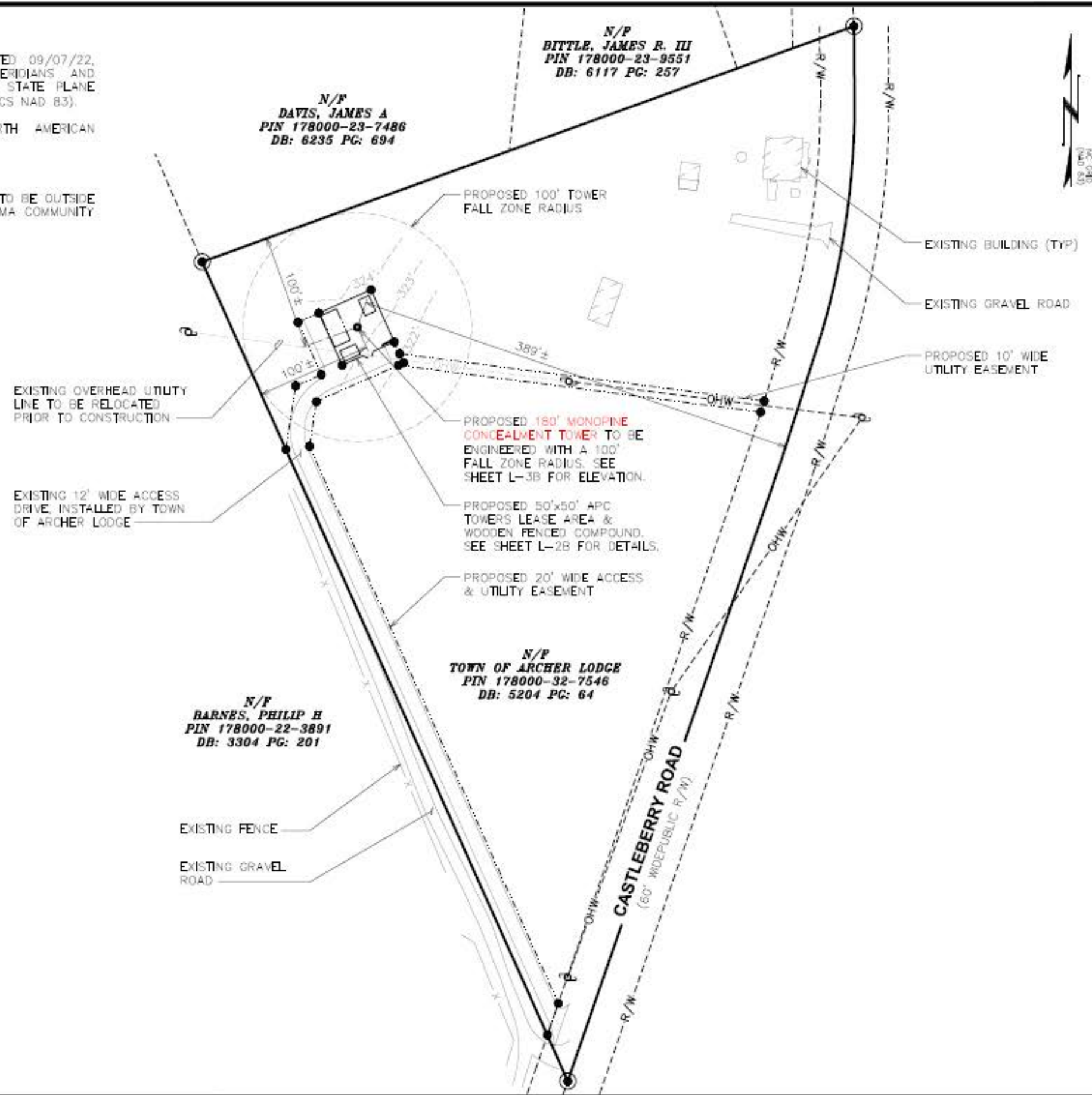
Photo facing north toward the proposed tower location from Castleberry Rd

MONOPINE

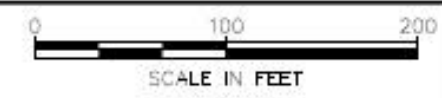
NOTES:

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	ADJ. PROPERTY LINE
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	EXIST. LIGHT POLE
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	LEASE/EASE CORNER
	EXIST. CONTOUR LINE
	EDGE OF PAVEMENT
	OVERHEAD WIRE
	RIGHT-OF-WAY
	CHAIN LINK FENCE
	EXISTING TREE LINE



SITE PLAN - CONCEALMENT MONOPINE OPTION
SCALE: 1" = 100'



PLANS PREPARED FOR:

APC Towers
8601 SIX FORKS ROAD, SUITE 250
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(919) 324-1922

PROJECT INFORMATION:

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2743 CASTLEBERRY ROAD
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DRAWN BY: CLR CHECKED BY: MJC

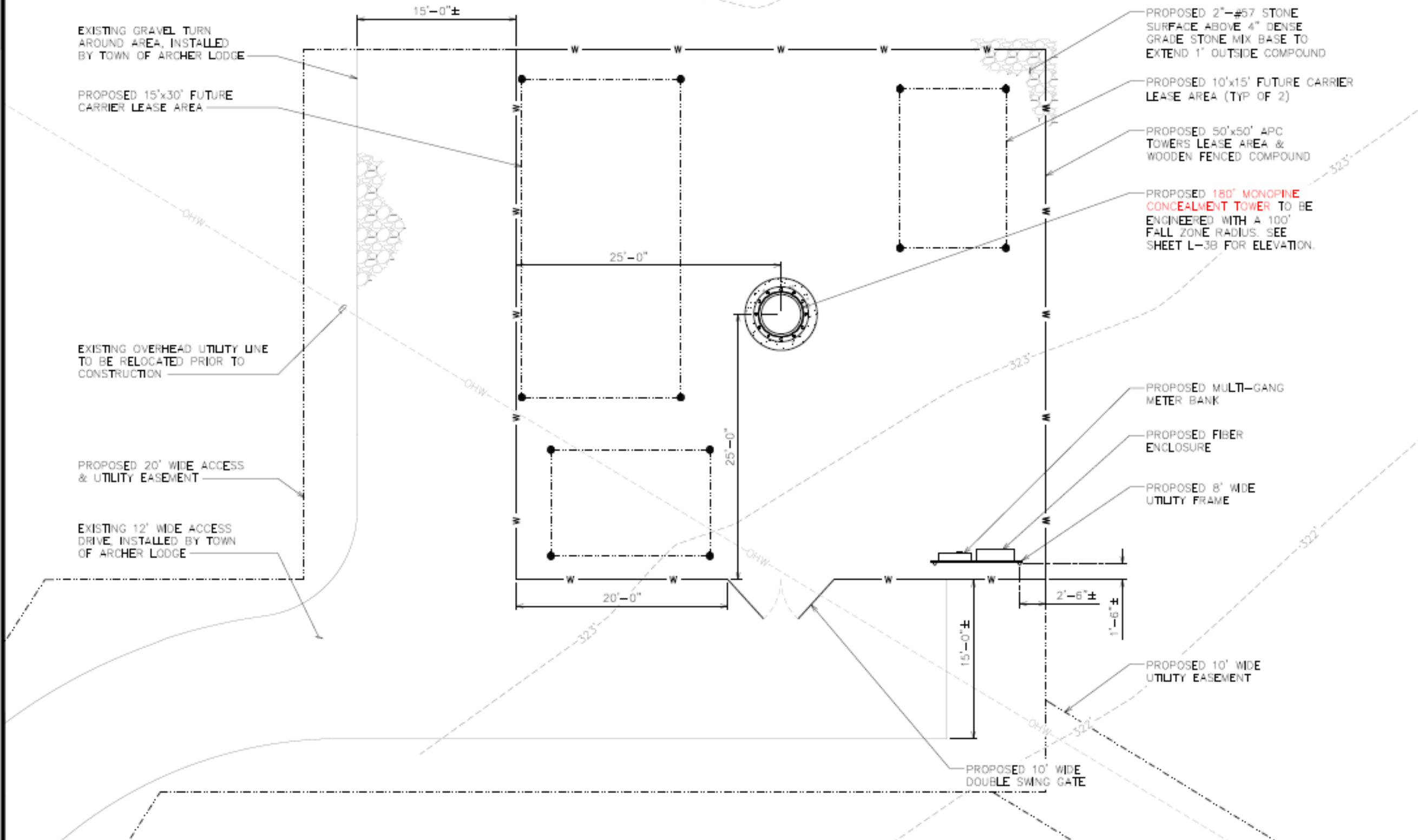
SHEET TITLE:

SITE PLAN OPTION B

SHEET NUMBER: **L-1B** REVISION: **1**
TEP # 326338

NOTES:

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PLANS PREPARED FOR:



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
SITE NAME: ARCHER LODGE

2743 CASTLEBERRY ROAD
CLAYTON, NC 27527
(JOHNSTON COUNTY)

PLANS PREPARED BY:



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RALEIGH, NC 27603-5263
OFFICE: (919) 661-6351
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N.C. LICENSE # C-1794



REV	DATE	ISSUED FOR:
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0	12-07-22	LEASE EXHIBIT

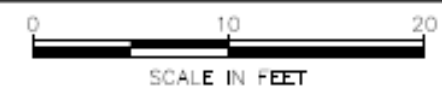
DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:
**COMPOUND DETAIL
OPTION B**

SHEET NUMBER: **L-2B** REVISION: **1**
TEP # 326338

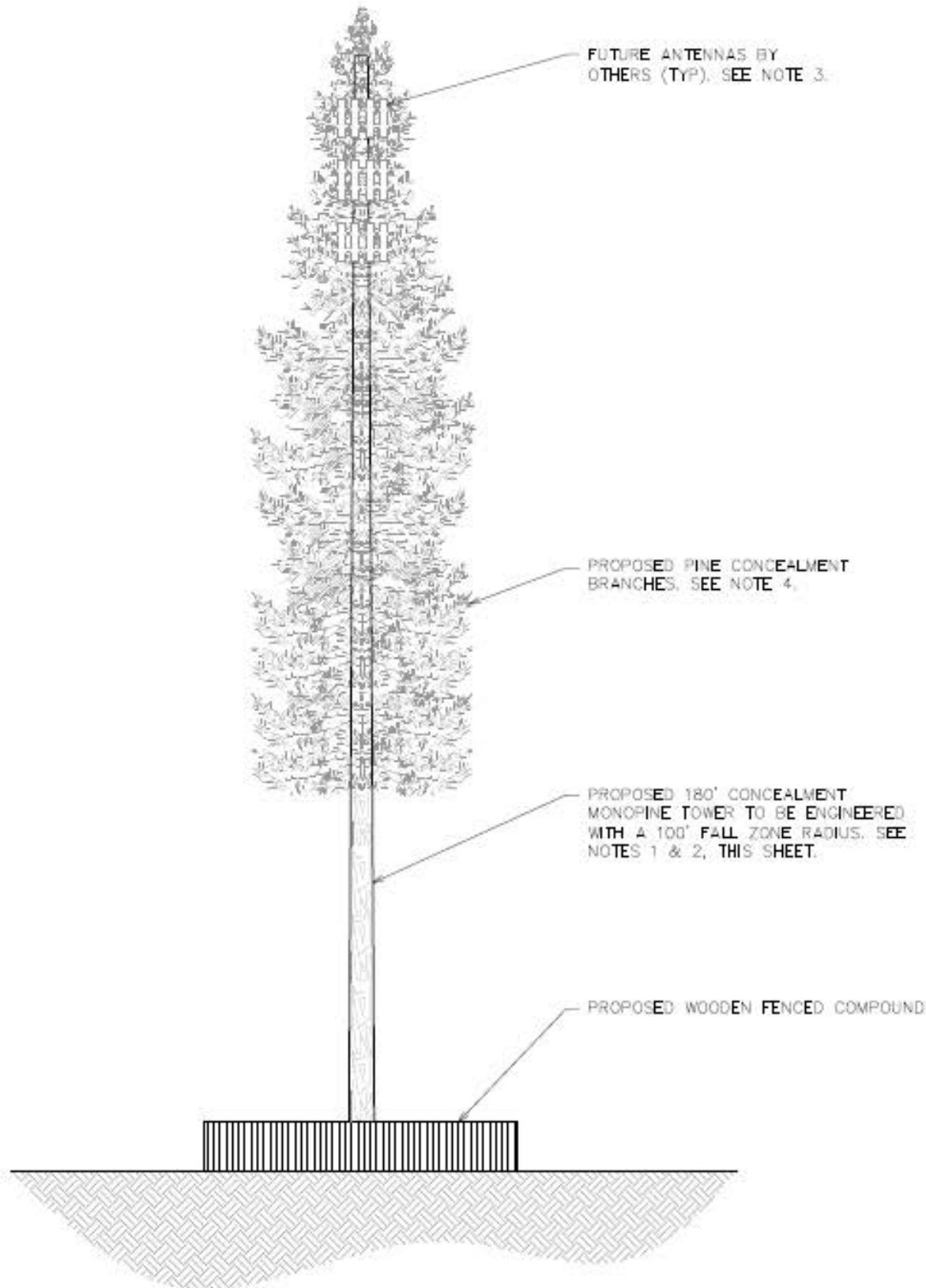
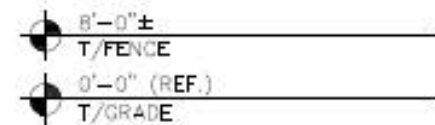
COMPOUND DETAIL - CONCEALMENT MONOPINE OPTION

SCALE: 1" = 10'



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PLANS PREPARED FOR:



8601 SIX FORKS ROAD, SUITE 250
RALEIGH, NC 27615
(919) 324-1922

PROJECT INFORMATION:

SITE ID: NC-1056
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2743 CASTLEBERRY ROAD
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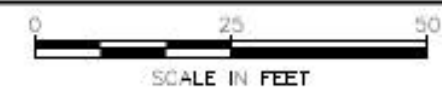
DRAWN BY: CLR CHECKED BY: MJC

SHEET TITLE:
**TOWER ELEVATION
OPTION B**

SHEET NUMBER: **L-3B** REVISION: **1**
TEP # 326338

TOWER ELEVATION - CONCEALMENT MONOPINE OPTION

SCALE: 1" = 25'



Location 1 - Proposed View Monopine Option



Photo facing southwest toward the proposed tower location from Darcy Dr

Location 2 - Proposed View Monopine Option



Photo facing west toward the proposed tower location from Steeler Ln

Location 3 - Proposed View Monopine Option



Photo facing north toward the proposed tower location from Castleberry Rd



**TOWN OF ARCHER LODGE
RESOLUTION REPEALING SPEED LIMIT ON BUFFALO ROAD
PER NCDOT NOTIFICATION**

WHEREAS, on November 9, 2015, the Town of Archer Lodge adopted Resolution# AL2015-11 authorizing the Mayor of the Town of Archer Lodge to execute an Amended Municipal Certificate (the Resolution), which enabled the North Carolina Department of Transportation (NCDOT) to reduce the municipal speed limit along a section of SR 1003 (Buffalo Road) for approximately 0.057 mile east of Raintree Lane and 0.302 mile east of Raintree Lane from 55 mph to 45 mph; and

WHEREAS, the NCDOT has notified the Town of Archer Lodge that said speed limits along SR 1003 need to be repealed; and

WHEREAS, this Resolution is being passed to approve the repeal of said speed limit and to authorize the execution of the NCDOT Certification of Municipal Declaration to Repeal Speed Limits and Request for Concurrence (State Ordinance Number: 1069774).

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the Town of Archer Lodge is authorized to execute the NCDOT Certification of Municipal Declaration to Repeal Speed Limits and Request for Concurrence (State Ordinance Number: 1069774).

DULY ADOPTED ON THIS 5th DAY OF JUNE 2023, WHILE IN REGULAR SESSION.

ATTEST:

_____(SEAL)
Matthew B. Mulhollem
Mayor

_____(SEAL)
Jenny Martin
Town Clerk

**Certification of Municipal Declaration
To Repeal Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1069774

Division: 4 **County:** JOHNSTON

Municipality: ARCHER LODGE

Type: Municipal Speed Zones

Road: SR 1003

Car: 45 MPH

Truck: 45 MPH

Description: SR 1003 (Buffalo Road) between 0.057 mile east of Raintree Lane and 0.302 mile east of Raintree Lane.

Municipal Certification

I, Jenny Martin, Clerk of the Town of Archer Lodge, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 5th day of June, 20 23, the repeal of speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Resolution Number: Resolution# AL2023-06-05a

In witness whereof, I have hereunto set my hand and the municipal seal this 5th day of June, 20 23.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____



**TOWN OF ARCHER LODGE
RESOLUTION APPROVING SPEED LIMIT ON BUFFALO ROAD
PER NCDOT NOTIFICATION**

WHEREAS, the North Carolina Department of Transportation (NCDOT) has notified the Town of Archer Lodge that it intends to reduce the speed limit in a municipal speed zone from 55 mph to 45 mph; and

WHEREAS, the area investigated by the NCDOT includes a section of SR 1003 (Buffalo Road) for approximately 0.068 mile northwest of SR 2659 (Norwood Drive) and SR 1701 (Wendell Road); and

WHEREAS, this Resolution is being passed to approve the speed limit change and to authorize the Mayor to execute the Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence (State Ordinance Number: 1083882) required by the NCDOT.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the Town of Archer Lodge is authorized to execute the Certification of Municipal Declaration to Enact Speed Limits and Request for Concurrence (State Ordinance Number: 1083882) required by the NCDOT to reduce the permanent speed limit from 55 mph to 45 mph along SR 1003 (Buffalo Road) for 0.068 mile northwest of SR 2659 (Norwood Drive) and SR 1701 (Wendell Road).

DULY ADOPTED ON THIS 5th DAY OF JUNE 2023, WHILE IN REGULAR SESSION.

ATTEST:

_____(SEAL)
Matthew B. Mulhollem
Mayor

_____(SEAL)
Jenny Martin
Town Clerk

**Certification of Municipal Declaration
To Enact Speed Limits and Request for Concurrence**

Concurring State Ordinance Number: 1083882

Division: 4 **County:** JOHNSTON

Municipality: ARCHER LODGE

Type: Municipal Speed Zones

Road: SR 1003

Car: 45 MPH

Truck: 45 MPH

Description: Between 0.068 mile north west of SR 2659 and SR 1701.

Municipal Certification

I, Jenny Martin, Clerk of the Town of Archer Lodge, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the 5th day of June, 20 23, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: _____ Page: _____ Resolution Number: Resolution# AL2023-06-05b

In witness whereof, I have hereunto set my hand and the municipal seal this 5th day of June, 20 23.

(signature)

(municipal seal)

Department of Transportation Approval

Division: _____ Title: _____ Date: _____

Region: _____ Title: _____ Date: _____

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“*Agreement*”) is made and entered into as of this day of _____, 202__ (the “*Effective Date*”), by and between the **Town of Archer Lodge**, an _____ (“*Lessor*”); and **APC TOWERS III, LLC**, a Delaware limited liability company (“*Lessee*”).

Recitals

WHEREAS, Lessor is the owner of that certain parcel of land located at **XXXX Castleberry Road**, in the County of **Johnston**, State of **North Carolina**, as more specifically described on Exhibit A hereto (the “*Property*”); and

WHEREAS, Lessor desires to grant to Lessee, and Lessee desires to obtain from Lessor an option to lease from Lessor a portion of the Property comprised of approximately **50’ x 50’ (2,500 square feet)** of ground space (the “*Premises*”), together with easements for ingress and egress and the installation and maintenance of utilities (the easements collectively referred to as the “*Easements*”) both being approximately located as shown on Exhibit B (the Premises and the Easements are collectively referred to herein as the “*Site*”), for the purpose of establishing and maintaining a communications facility for Lessee’s use and that of its subtenants, licensees and customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows.

1. Option to Lease.

- (a) In consideration of the payment of **\$1,000.00** (the “*Option Fee*”) by Lessee to Lessor, Lessor hereby grants to Lessee an exclusive and irrevocable option to lease the Premises and use the Easements on the terms and conditions set forth herein below (the “*Option*”). The Option has a term of ~~18-12~~ months, commencing on the Effective Date and ending as of midnight on the date before the first anniversary of such date (the “*Option Period*”). Lessee has the right to extend the Option for one additional term of ~~18-12~~ months (the “*Extended Option Period*”). The Option will automatically be extended for ~~each~~ said Extended Option Period unless Lessee provides Lessor with written notice of Lessee’s intent not to extend the Option at least 90 days prior to the expiration of the Option Period ~~or the Extended Option Period, as applicable.~~ Lessee ~~will~~ shall pay Lessor an additional payment (the “*Additional Option Fee*”) of \$1,000.00 within 30 days of the commencement of the Extended Option Period. ~~The Additional Option Fees paid by Lessee will be credited in full against the Rent payable to Lessor if this Option is exercised by Lessee.~~
- (b) During the Option Period, the Extended Option Period and the Term, Lessor agrees to cooperate with Lessee in obtaining, at Lessee’s expense but for no additional consideration payable to Lessor, all licenses and permits or authorizations required for Lessee’s use of the Site from all applicable government and/or regulatory entities (the “*Government Approvals*”). Lessor hereby irrevocably appoints Lessee or Lessee’s agent as Lessor’s agent to file applications on behalf of Lessor with federal, state and local governmental authorities which applications relate to Lessee’s use of the Site, including but not limited to land use and zoning applications. During the Option Period, ~~each-the~~ Extended Option Period and the Term, Lessor agrees to cooperate with Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, to obtain a title report, zoning approvals and variances, ~~conditional~~ special-use permits and perform surveys, soils tests, perform RF engineering studies and

other engineering procedures or environmental investigations on, under and over the ~~Property Site~~, necessary to determine whether Lessee's use of the Site will be compatible with the Lessee's engineering specifications, intended use, system design, operations and Government Approvals. During the Option Period, ~~each the~~ Extended Option Period and the Term, Lessor agrees to provide Lessee, at no cost to Lessor but for no additional consideration payable to Lessor, with any documents, materials or other instruments required or requested for Lessee to secure a title policy for the Site, which may include, among others, and each as applicable, the following: (i) a certified copy of the formation documents of Lessor and all amendments thereto from the state in which Lessor is organized; (ii) a certificate of good standing for the Lessor issued by the state where the Lessor is organized, not dated later than five (5) business days from the date requested by Lessee; (iii) a true and complete copy of the names of any shareholders, members or partners of the Lessor; (iv) true and complete copy of any operating agreement, partnership agreement, bylaws or similar document and all amendments thereto together certified as accurate and complete by an officer, director, partner, member or manager of Lessor; (v) a copy of the authorizing resolutions or consent of Lessor's governing body authorizing Lessor to enter into, comply with and perform under this Agreement; and (vi) such other documents that may be reasonably required or requested. Lessor's provision of the foregoing documents, materials or other instruments required for Lessee to secure a title policy for the Site shall be a prerequisite for the payment of any Rent or other monetary amounts payable by Lessee under this Agreement, and notwithstanding anything to the contrary herein and in addition to Lessee's rights and remedies otherwise provided in this Agreement, Lessee shall have no obligation to make any rental or other payments to Lessor until such items have been supplied to Lessee to the reasonable satisfaction of Lessee and Lessee's title insurer. Rent shall continue to accrue during said period and Lessee shall pay to Lessor all accrued rent within five (5) business days after compliance of Lessor.

- (c) During the Option Period and ~~any the~~ Extended Option Period, Lessee may exercise the Option by written notice to Lessor.

2. Premises. Subject to the terms and conditions of this Agreement, upon Lessee's exercise of the Option Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Premises together with the use of the Easements for the construction, modification, operation and maintenance of the Telecommunications Facilities (as defined in Section 7(a)).

3. Permitted Use. The Site may be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the Telecommunications Facilities (the "**Permitted Use**"). Lessor may not commit any action or omission that would adversely affect the status of the Site with respect to the Permitted Use.

4. Term. The initial term of this Agreement ("**Initial Term**") is five (5) years, beginning on the date Lessee exercises the Option ("**Commencement Date**"), and expiring as of midnight on the day prior to the fifth (5th) anniversary of the Commencement Date. Lessee has the right to extend the term of Agreement for ~~nine-four (94)~~ additional five (5) year terms (each a "**Renewal Term**"). Each Renewal Term will be on the same terms and conditions set forth in this Agreement. This Agreement will automatically renew for each successive Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Term at least ~~90-180~~ days prior to the expiration of the then current Term. The Initial Term and Renewal Terms are collectively referred to herein as the "**Term**".

5. Rent. Lessee shall pay Lessor an initial monthly rent of ~~\$8001,400.00~~ ("**Rent**"). The Rent is due and payable in advance on the first day of each month during the Term commencing as of the Rent Commencement Date. The "**Rent Commencement Date**" is the earlier of (i) the date of issuance of a certificate of completion (or comparable certificate) from the applicable governmental authority for the Telecommunications Facilities or (ii) 90 days from the Commencement Date. Rent shall increase at the rate of ~~1.5~~% per annum on the anniversary date of

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~~lease commencement~~the Commencement Date. Rent will be prorated for any partial months, including the months in which the Rent Commencement Date and the expiration or termination of the Term occur. As a condition precedent to Lessee's obligation to remit any payments provided for under this Agreement, Lessor (as well as any successor to Lessor's interest in this Agreement or to such payments) agrees to provide Lessee with a completed IRS Form W-9 upon execution of this Agreement and at such other times as may be reasonably requested by Lessee, including any change in Lessor's name or address. If Lessee elects to remit payments payable under this Agreement by electronic funds transfer, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

6. Interference. Lessor may not use, nor may Lessor permit its tenants, licensees, employees, invitees or agents to use any portion of the Property in any way that interferes with Lessee's Permitted Use of the Site. Such interference will be a material breach of this Agreement by Lessor and Lessor shall have the responsibility to terminate the interference immediately upon written notice from Lessee. Anything to the contrary in this Agreement notwithstanding, the cure periods provided for in Section 10 will not be applicable to failure by Lessor to fulfill its obligations under this Section 6. If any interference does not cease or is not rectified as soon as possible, but in no event longer than 24 hours after Lessee's written notice to Lessor, Lessor acknowledges that the continuing interference will cause irreparable injury to Lessee, as well as Lessee's sublessees and licensees, and Lessee has the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Lessor represents and warrants that it has not sold, leased, licensed or otherwise granted rights in the Property that in any way interfere or could reasonably be likely to interfere with Lessee's rights to use Site for the Permitted Use.

7. Construction of Improvements.

- (a) Lessee may, from time to time during the Term, at its expense, construct, install, operate, maintain, replace, add to, upgrade and remove its (as well as its subtenants, licensees and customers) radio transmitting and receiving antennae, communications equipment, related cables, wires, conduits, air conditioning equipment and other appurtenances, as well as a tower(s) and building(s) or cabinets to house such equipment (collectively, the "**Telecommunications Facilities**"). Although the Telecommunications Facilities may become fixtures under applicable law, they will remain solely the property of Lessee and Lessee's subtenants, licensees and customers, and Lessee (and its subtenants, licensees and customers) has the right to remove any or all of them from time to time during the Term and at the expiration or earlier termination of the Term. **If the tower to be constructed by Lessee on the Premises is a guyed tower, Lessor also grants Lessee easements in, over, across and through the Property or any other real property owned by Lessor as may be necessary to Tenant during the Initial Term and any Renewal Terms of this Agreement for the installation and maintenance and removal of and reasonable access to guy wires and guy wire anchors, which may be located outside of the Site.**
- (b) The Telecommunications Facilities shall be initially configured as generally set forth in **Exhibit C**, subject to change by Lessee consistent with Section 7(a).
- (c) Lessee is solely responsible for operations, maintenance (including exterior painting), repair and insuring of the equipment owned, constructed and installed by Lessee on the Premises.
- (d) Lessor hereby grants Lessee a non-exclusive, unimpaired landscape easement which includes the right to install vegetation and screening around the exterior of the perimeter of the Premises as necessary to meet the applicable landscaping and buffering requirements of applicable land use laws, rules and regulations, if and when such placement should ever be required (the "**Landscape Easement**"). Lessee shall be responsible for maintaining and replacing the landscape buffer as needed.

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- (e) Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Any and all subleases shall adhere to all conditions set forth herein.

8. Access. During the Term, ingress and egress to the Premises is hereby granted by Lessor to Lessee and its subtenants, licensees and customers, and each of such party's agents, contractors and subcontractors, on a 24 hours a day, 365 days per year basis. This ingress and egress shall include the nonexclusive right to and from the Premises, over and across the Property and an access way from nearby public streets and driveways and parking rights for personnel and equipment only upon granted easements as established as the Site. Lessee also has a nonexclusive right of way over and across the Property as necessary for the installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunications Facilities only upon granted easements as established as the Site. In the event that Lessee should need to utilize the Property outside of dedicated easements, Lessee shall be responsible for the repair of any and all damage to the Property and of returning the Property to the same condition as prior to the installation, running, servicing, and maintenance or ingress and egress to the Premises.

9. Utilities.

- (a) Lessee has the right to install utilities (including without limitation communications services and power) at Lessee's expense, and to improve the present utilities, if any, on the Premises. Lessee shall, wherever practical within the Site, install separate meters for utilities used on the Premises.
- (b) Lessee may utilize the Easements for ingress, egress, and access to the Premises as may be required for the construction, installation and maintenance by the appropriate utility companies for the purpose of servicing the Telecommunications Facilities. In addition to Lessee and its sublessees and licensees, Lessee may grant the right to utilize the Easements to any utility servicing the Site. Lessor agrees to execute, at no cost to Lessee a utility easement between Lessor and any such utility provider, if reasonably necessary.

10. Default. Any breach of a material term hereof that is not cured within 30 days from receipt of written notice from the non-breaching party shall constitute a "**Default**"; provided, however, that if efforts to cure such breach are commenced within said 30 day period and thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months. The foregoing notwithstanding, any monetary breach not cured within 15 days from receipt of written notice thereof from the other party shall constitute a Default by the breaching party.

11. Termination.

- (a) In addition to other termination rights contained in this Agreement, this Agreement may be terminated upon written notice from the non-breaching party to the breaching party upon a Default and as otherwise provided in this section.
- (b) Lessee may terminate this Agreement upon written notice to Lessor if Lessee determines, in Lessee's sole discretion, that the results of any studies, reports, and/or applications for Governmental Approvals contemplated under Section 1(b) of this Agreement are unacceptable.
- (c) Lessee may terminate this Agreement upon 90 days prior written notice to Lessor, if (i) Lessee determines that the Premises are technologically unsuitable, in Lessee's reasonable opinion, for the operation of the Telecommunications Facilities, including but not limited to unacceptable radio signal interference and any addition, alteration or new construction on, adjacent to or in the vicinity of the Premises or the Property that blocks, either partially or totally, transmission or receiving paths used by

any of the Telecommunications Facilities; (ii) any Governmental Approval that Lessee reasonably deems necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to or removal of the Telecommunications Facilities is not, in Lessee's sole discretion, reasonably obtainable or maintainable in the future; (iii) Lessee determines, in Lessee's commercially reasonable judgment, that that the Premises cease to be economically viable as a telecommunications site; or (iv) Hazardous Substances (as defined in Section 14) are or become present on the Property in violation of Environmental Laws (as defined in Section 14).

- (d) Upon termination, Lessee shall, at Lessee's expense, remove the Telecommunications Facilities from the Property, including the tower and foundations to 3 feet below ground level, restoring the Premises to a commercially reasonable standard within 6 months of the date of termination. The Parties may agree to leave the tower in place upon termination subject to the terms and conditions that are negotiated at that time.

12. Condemnation. If all or any part of the Premises or any portion of the Easements, or any roadway to the Premises is taken by eminent domain or other action by any governmental or quasi-governmental body having the legal right to take said lands, and if said taking in the sole discretion of Lessee renders the Premises unsuitable for its intended purpose, then at Lessee's option, Lessee may terminate this Agreement as of the date the title vests in the condemning authority. Lessor and Lessee will share in the condemnation proceeds in proportion to the values of their respective interests in the Site (which for Lessee includes, where applicable, the value of the Telecommunication Facilities, moving expenses, prepaid rent and business dislocation expenses). If Lessee does not terminate this Agreement as provided in this section, this Agreement shall remain in effect, but the Rent shall be reduced by the amount that bears the same proportion to the Rent immediately prior to the partial taking which was applicable to the Premises immediately prior to such taking and thereafter the "Premises" will be deemed to be the remaining portion of the initial Premises.

13. Indemnification.

- (a) Lessor, its heirs, grantees, successors, and assigns shall indemnify and defend Lessee from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the acts or omissions of Lessor, or Lessor's principals, employees, invitees, agents or independent contractors. Lessee, its grantees, successors, and assigns shall indemnify and defend Lessor from and against any claims, obligations, liabilities, costs, demands, damages, expenses, suits or causes of action, including costs and reasonable attorney's fees, which may arise out of (i) any injury to or death of any person; or (ii) any damage to property, if such injury, death or damage arises out of or is attributable to or results from the negligent acts or omissions of Lessee, or Lessee's employees, agents or independent contractors.
- (b) If either party is entitled to indemnification and defense ("**Indemnified Party**") from the other party ("**Indemnifying Party**") pursuant to this Agreement, the Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any claims by any person for which the Indemnified Party alleges that the Indemnifying Party is responsible hereunder and tender the defense of such claim to the Indemnifying Party. The Indemnified Party shall fully cooperate with the defense or settlement of such claim. The Indemnifying Party shall not be liable under this Agreement for settlements by the Indemnified Party of any claim unless the Indemnifying Party has approved the settlement in advance (such approval not to be unreasonably withheld, conditioned or delayed) or unless the defense of the claim has been tendered to the Indemnifying Party, in writing, and the Indemnifying Party has failed promptly to undertake the defense. This Section 13 shall survive the termination or expiration of this Agreement.

14. Hazardous Substances. Lessor represents and warrants to Lessee that Lessor: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Premises, or any portion of the Property, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (“*Hazardous Substances*”) regulated under any local, state, or federal law pertaining to the environment, public health or safety or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (“*Environmental Laws*”). Lessor indemnifies and defends Lessee from and against any and all claims of liability under any Environmental Laws for Hazardous Substances which were handled, manufactured, treated, stored, used, transported, spilled, leaked, dumped, discharged, disposed of or otherwise introduced into the Property, except for claims arising in whole or in any part out of Lessee’s use or occupancy of the Premises. The indemnity obligations contained in this Section 14 shall survive the termination or expiration of this Agreement. [Lessee shall remove any and all Hazardous Substances from the Premises resulting from the construction, operation, or maintenance of a tower on the Premises upon termination of this Agreement. Lessee shall ensure that any such Hazardous Substances shall not affect any property \(real or personal\) outside of the Premises.](#)

15. Insurance. Lessee ~~will~~ shall carry during the term of the Agreement the following insurance with customary coverage and exclusions: (i) bodily injury: \$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence; and (ii) property damage: full replacement costs of Lessee’s property. Lessee agrees to furnish Lessor with certificates of insurance certifying that Lessee has in force and effect the above specified insurance [prior to beginning construction on the Tower](#). Lessee shall have Lessor named as additional insured on all policies obtained or maintained by Lessee pursuant to this Section 15, except for workers’ compensation policies. Lessor and Lessee mutually covenant and agree that each party, in connection with insurance policies required to be furnished in accordance with the terms of this Agreement, or in connection with insurance policies which they obtain insuring such insurable interest as Lessor or Lessee may have in its own properties, whether personal or real, shall expressly waive any right of subrogation on the part of the insurer against the Lessor or Lessee as the same may be applicable, which right to the extent not prohibited or violative of any such policy is hereby expressly waived. Lessor and Lessee each agree to seek recovery based solely on insurance policies as set forth above, provided such policies are in effect, and each mutually waive all right of recovery against each other, their agents, or employees for any loss, damage or injury of any nature whatsoever to property or person except to the extent either party is required by this Agreement to carry insurance.

16. Taxes. Lessee shall pay any personal property taxes assessed on or attributable to the Telecommunications Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Property, Premises and Easements. Lessee will pay to Lessor within 30 days from Lessor’s request, any increase in Lessor’s real property taxes which Lessor demonstrates, to Lessee’s satisfaction, is directly and solely attributable to any improvements to the Site made by Lessee. If Lessor fails to pay when due any taxes affecting the Property or the Site, Lessee shall have the right, but not the obligation, to pay such taxes and (i) deduct the full amount of the taxes paid by Lessee on Lessor’s behalf from future installments of Rent, or (ii) collect such taxes by any lawful means.

17. Quiet Enjoyment, Title and Authority.

- (a) During the Term, Lessee may peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through or under Lessor, subject only to those matters of title of record as of the Effective Date.
- (b) Lessor covenants and warrants to Lessee that: (i) Lessor has full right, power and authority to execute this Agreement; (ii) Lessor has good and unencumbered title to the Property, free and clear of any liens

or mortgages, except those disclosed to Lessee and of record as of the Effective Date, that will not interfere with Lessee's rights to or use of the Premises; (iii) the execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor.

Lessor agrees that, during the Option Period, ~~each the~~ Extended Option Period and the Term, Lessee will have the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

18. Notices.

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- (a) All notices hereunder must be in writing and shall be deemed validly given if sent by hand delivery, a reputable national overnight courier service (such as FedEx or United Parcel Service), or by certified mail, postage prepaid, return receipt requested, to the address shown below (or to any other address that the party to be notified may designate from time to time by written notice to the other party).

If to Lessee to: APC TOWERS III, LLC
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
Attention: Daniel C. Agresta III, President & CEO
Ref. Site ID: NC-1056

Telephone: (919) 926-9838 *(included for information purposes only and not for notices)*
Facsimile: (919) 827-4877 *(included for information purposes only and not for notices)*

If to Lessor to: Town of Archer Lodge
Attn: Bryan Chadwick, Town ~~Administrator~~ Administrator
14094 Buffalo Rd.
Archer Lodge, NC 27527

Telephone: (919) 359-9727 *(included for information purposes only and not for notices)*
Email: bryan.chadwick@archerlodgenc.gov *(included for information purposes only and not for notices)*

- (b) If there is a change in ownership of the Property and Lessor's agreement is assigned to another party, then within ten (10) days of such transfer, Lessor or its successor will send copies of the documents listed below in this subsection (b) to Lessee. Until Lessee receives all such documents, Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

- i. Old deed to Property
- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Current Tax Bill
- v. New IRS Form W-9

- vi. Full contact (information purposes only and not for notices) for new Lessor including phone number(s)

19. Estoppel, Non-Disturbance and Attornment.

- (a) Lessor will, from time to time, upon not less than 10 days prior written notice from Lessee, execute and deliver to Lessee a written estoppel certificate certifying that as of the date of the certification: (i) this Agreement is a valid enforceable agreement, presently in full force and effect; (ii) whether Lessor has any knowledge of any default or breach by Lessee under any of the terms, conditions, or covenants of this Agreement; (iii) the Term (its commencement and termination dates) and the term of any option or renewal periods granted to the Lessee to extend the Term; (iv) the amount of the then-current Rent payable under the Agreement; (v) attached to the certification is a true and correct copy of the Agreement and all amendments thereto, (vi) and such other facts as Lessee or its prospective mortgagee or purchaser may request.
- (b) Lessor shall obtain for Lessee from the holder of any mortgage and deed of trust now or hereafter encumbering the Property a subordination and non-disturbance agreement in the form attached hereto as **Exhibit E**, providing that so long as Lessee is not in default under this Agreement, its rights as Lessee hereunder shall not be terminated and its access to and possession of the Premises shall not be disturbed by the mortgagee or trustee, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

20. Assignment. This Agreement is ~~freely~~ assignable by Lessee to any other party upon written notice to Lessor, ~~without the necessity of~~and obtaining Lessor's consent, ~~which shall not be unreasonably withheld~~. Upon an assignment, Lessee shall be relieved of all liabilities and obligations arising under this Agreement subsequent to the date of such assignment. Lessee, at its sole discretion, may, without any need to obtain the consent of Lessor, license or sublease all or a portion of the Site and/or the Telecommunications Facilities. Additionally, Lessee may mortgage or grant a security interest in this Agreement and the Telecommunications Facilities, and may assign this Agreement and the Telecommunications Facilities to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "**Secured Parties**"). If requested by Lessee, Lessor shall execute such consent to such financing as may reasonably be required by Secured Parties. In addition, if requested by Lessee, Lessor agrees to notify Lessee and Lessee's Secured Parties simultaneously of any default by Lessee and to give Secured Parties the same right to cure any default as Lessee. If a termination, disaffirmance or rejection of this Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) occurs, or if Lessor shall terminate this Agreement for any reason, Lessor will give to Secured Parties prompt notice thereof and Secured Parties shall have the right to enter upon the Premises during a 30-day period commencing upon Secured Parties' receipt of such notice for the purpose of removing any Telecommunications Facilities. Lessor acknowledges that Secured Parties are third-party beneficiaries of this Agreement.

21. Collocation. Upon commencement of a lease with a second collocator on the Site, Lessor shall receive additional monthly rent in the amount of ~~\$200400.00~~, which additional rent shall be payable as long as second collocator lease remains in effect. Thereafter, Lessor shall receive additional monthly rent of ~~\$200400.00~~ for each additional collocator on the Site and upon commencement of said lease for as long as lease remains in effect.

22. Right of First Refusal: Rental Stream Offer.

- (a) From and after the Effective Date through the expiration or termination of the Term, Lessor grants Lessee a right of first refusal in connection with all requests, proposals or offers from any third party (i) to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises or (ii) to acquire the Lessor's interest in this Agreement. Lessor shall provide Lessee written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Lessor desires to accept.

Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee will have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the "**Acceptance Notice**") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) or such sale of the Lessor's interest in the Lease to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) without first providing Lessee an additional ROFR Notice pursuant to the terms of this Section 21(a), whereupon the provisions of this Section 21(a) will again apply. Notwithstanding anything to the contrary contained in this Agreement, in no event will the right of first refusal granted in this section continue beyond the expiration ~~of 21 years from the death of the last survivor of the descendants of King George V, the late king of England of the Term.~~ ~~[The foregoing clause is being included herein for the purpose of complying with the rule against perpetuities, to the extent such rule is in effect in the state in which the Property is located, and preserving the validity of the right of first refusal granted in this Section 21(a).]~~

- (b) If at any time after the date of this Agreement, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**") which Lessor desires to accept, Lessor will furnish Lessee with a copy of the Rental Stream Offer. Within 30 days after Lessee receives a copy of the Rental Stream Offer, Lessee may agree in writing to match the terms of the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Lessor attempts to assign or transfer Rent payments without complying with this section, the assignment or transfer shall be void. Lessee shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Lessor complies with this section.

23. Further Assurances. Each party shall take all such further actions and execute all such further documents and instruments as the parties may at any time reasonably determine to be necessary or desirable to carry out and consummate the transactions contemplated by this Agreement.

24. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Telecommunications Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

25. Waiver of Damages. Neither Lessor nor Lessee shall be responsible or liable to the other party for any loss or damage arising from any claim to the extent attributable to any acts of vandalism or for any structural or power failures or destruction or damage to the Telecommunications Facilities except to the extent caused by the negligence or willful misconduct of such party. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL LESSOR OR LESSEE BE LIABLE TO THE OTHER FOR, AND LESSEE AND LESSOR EACH HEREBY WAIVE THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR LOSS OF BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES.

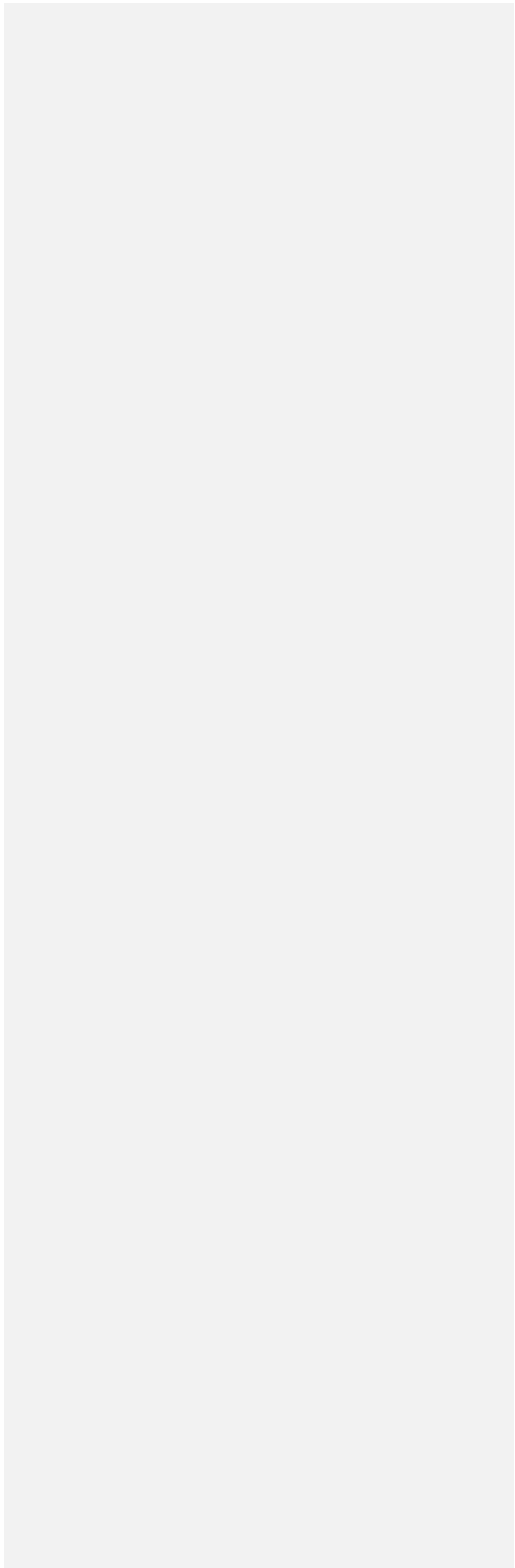
26. Miscellaneous.

- (a) This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.
- (b) This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the state or commonwealth in which the Site is located, without regard to its conflicts of laws principles.
- (c) For purposes of providing constructive notice hereof and if required by applicable law, Lessor and Lessee hereby agree to execute the Memorandum of Option (see form attached hereto as **Exhibit D-1**) and the Memorandum of Ground Lease Agreement (see form attached hereto as **Exhibit D-2**), and Lessee shall have the same recorded in the land records of the county and state in which the Premises is located. The cost of any such recording is to be paid for solely by the Lessee.
- (d) Any sale or other conveyance by the Lessor of all or part of the Site shall be under and subject to this Agreement and Lessee's rights hereunder.
- (e) It is hereby mutually agreed and understood that this Agreement contains all agreements, promises and understandings between the Lessor and the Lessee and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Lessor or Lessee in any dispute, controversy of proceeding at law, or any addition to, variation, or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.
- (f) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party is fully responsible for any fees due such broker and will hold the other party harmless from any claims for commission by such broker.
- (g) This Agreement may be executed in two or more counterparts, all of which are considered one and the same agreement and become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.
- (h) The parties agree that a scanned or electronically reproduced copy or image of this Agreement will be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.
- (i) In the event of any dispute arising hereunder or a default by Lessor or Lessee, and if litigation is commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such litigation, including, but not limited to, reasonable attorneys' fees and costs.

27. **Confidentiality.** Lessor shall not disclose to any third party the Rent payable by Lessee under this Agreement and shall treat such information as confidential, except that Lessor may disclose such information to prospective buyers, prospective or existing lenders, Lessor's affiliates and attorneys, or as may be required by law [under the Freedom of Information Act](#) or as may be necessary for the enforcement of Lessor's rights under this Agreement. Lessor acknowledges that the disclosure of such information to any other parties may cause Lessee irreparable harm, and in the event of such disclosure, as an additional remedy, Lessee shall have the right to terminate this Agreement upon giving 30 days written notice thereof to Lessor, [unless such information is given pursuant to the exceptions listed herein above.](#)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[Signatures follow on next page]



Lessor: Town of Archer Lodge

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____ :

COUNTY OF _____ :

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____, Notary Public
My Commission Expires: _____.

Lessee:

APC TOWERS III, LLC,
a Delaware limited liability company

By: _____
Name: Daniel C. Agresta III
Title: President & CEO
Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, _____, a Notary Public of _____ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the ___ day of _____, 20__.

_____, Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

Legal description of the Property to be provided on new Exhibit A prior to exercise of Option per Paragraph 1(c).
Initials by Lessor and Lessee at the bottom of the new Exhibit A will constitute approval.

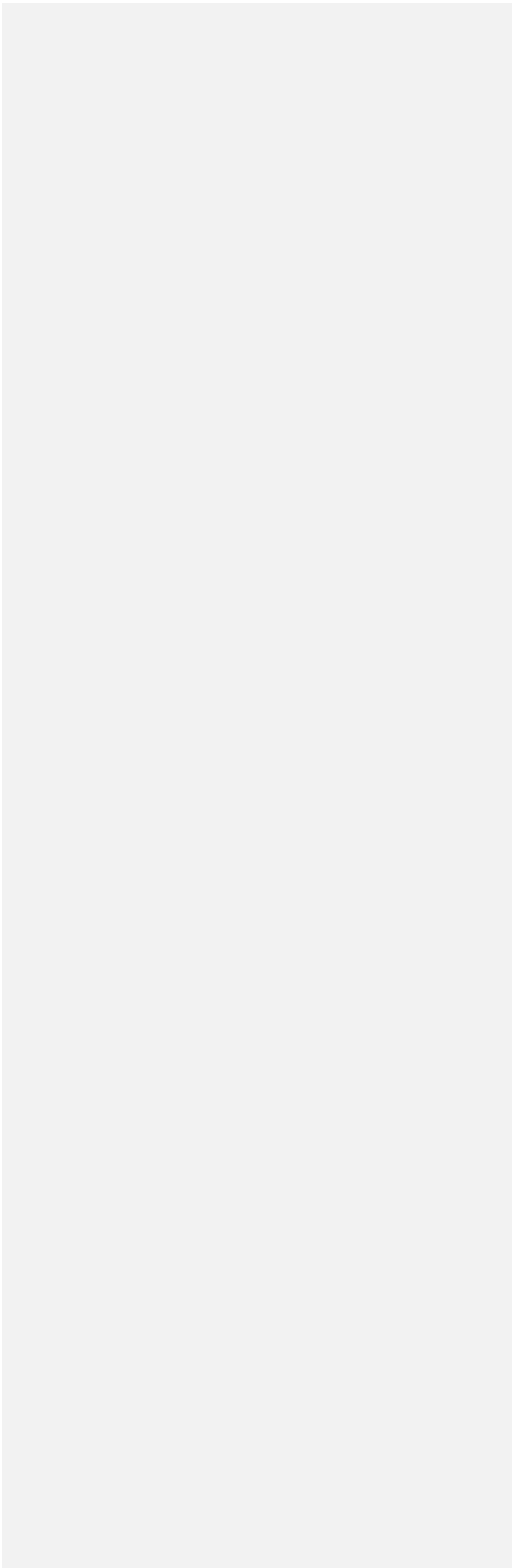


EXHIBIT B
DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B will constitute approval thereof.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C

SITE PLAN

To be verified by survey prior to Exercise of Option per Paragraph 1(c).

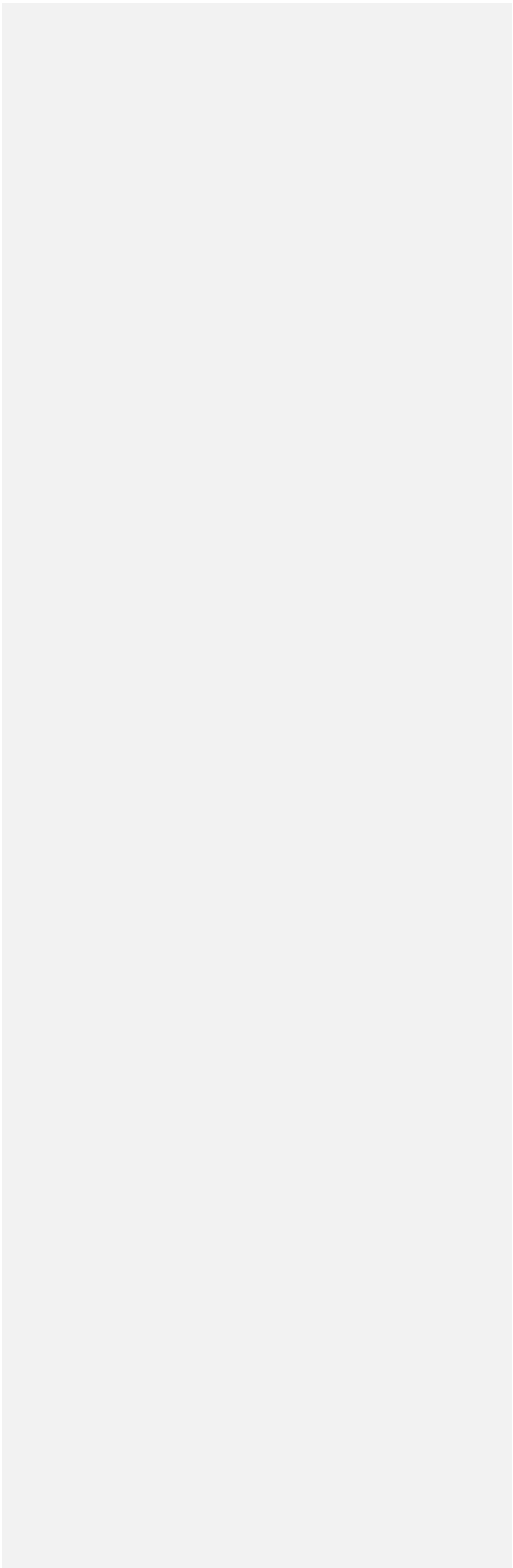
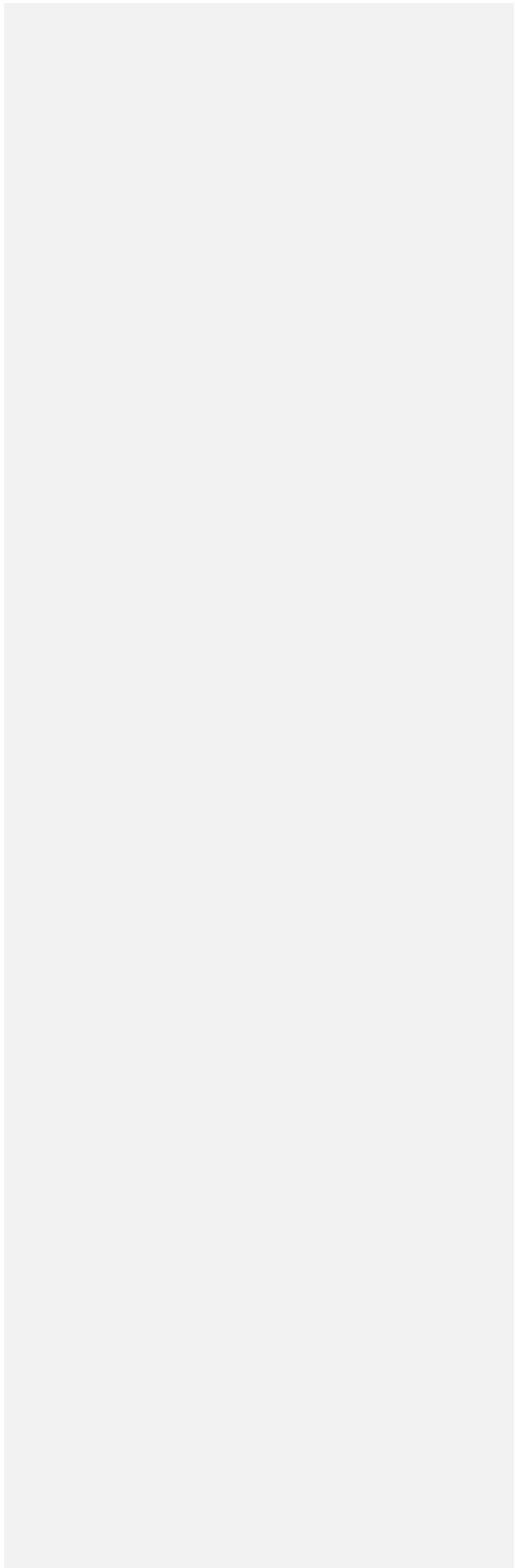


EXHIBIT D-1

MEMORANDUM OF OPTION

[Follows on Next Page]



PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APC TOWERS III, LLC
8601 Six Forks Rd, Ste 250
Raleigh, NC 27615
Attn: Alyssa Becker

(space above for Recorder's use only)

MEMORANDUM OF OPTION

1. Notice is hereby given that the **Town of Archer Lodge**, an _____ with an address of **14094 Buffalo Road, Archer Lodge, NC 27527** as **LESSOR**, and **APC TOWERS III, LLC**, a Delaware limited liability company, with an address of 8601 Six Forks Rd, Ste 250, Raleigh, NC 27615, as **LESSEE**, have entered into a certain Option and Land Lease Agreement (the "Agreement") for the property located at **XXXX Castleberry Road, Archer Lodge**, County of Johnson, State of North Carolina, whereby Lessor grants Lessee an option whereby Lessor grants Lessee an option to lease a portion of such real property which is shown on the Tax Map of the County of Johnson as Tax Map Parcel Number _____ and as more specifically described in Exhibit A hereto (the "Property") and to obtain access and utility easement rights over the Property.

2. The term of the Option is for ~~eighteen-twelve (1812)~~ months commencing as of _____, 202____, and Lessee has the right to extend the term of the option for ~~up to twoone (21)~~ further ~~one year periods~~ twelve (12) month period following the initial term of the Option.

3. During the term of the Option, Lessee has the exclusive right to lease the Property or any portion thereof from the Lessor for the operation of antennae and telecommunications facilities providing transmission and receiving facilities for wireless providers and users, and that Lessor will not grant a lease, sublease, or other license or right to use any portion of the Property, or any other adjacent property owned by Lessor, to any other party for operation of antenna and/or telecommunications facilities.

4. Nothing contained herein shall be deemed to amend, modify or alter the terms of the Agreement, and reference is made therefor for all of its terms, covenants and conditions. In the event of any inconsistency between the terms of this Memorandum and the Option, the terms and conditions of the Agreement shall govern and continue.

5. This Memorandum of Option shall be binding upon and inure to the benefit of the respective successors, executors, administrators, heirs and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereto caused this Memorandum to be duly executed on the dates below.

APC Towers Site Number: NC-1056
APC Towers Site Name: Archer Lodge
Option and Ground Lease Agreement

Page 18 of 28

Initials: _____ / _____

LESSOR:

Town of Archer Lodge

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____ :

COUNTY OF _____ :

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____, Notary Public
My Commission Expires: _____.

LESSEE:

APC TOWERS III, LLC
a Delaware limited liability company

By: _____
Name: Daniel C. Agresta III
Title: President & CEO
Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, _____, a Notary Public of _____ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the ____ day of _____, 20__.

_____, Notary Public
My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

**THIS SHOULD BE THE LEGAL DESCRIPTION OF LESSOR'S PROPERTY WITHIN WHICH APC
III'S PREMISES AND EASEMENTS WILL BE LOCATED**

TO BE RECORDED IMMEDIATELY AFTER SIGNING THE GROUND LEASE

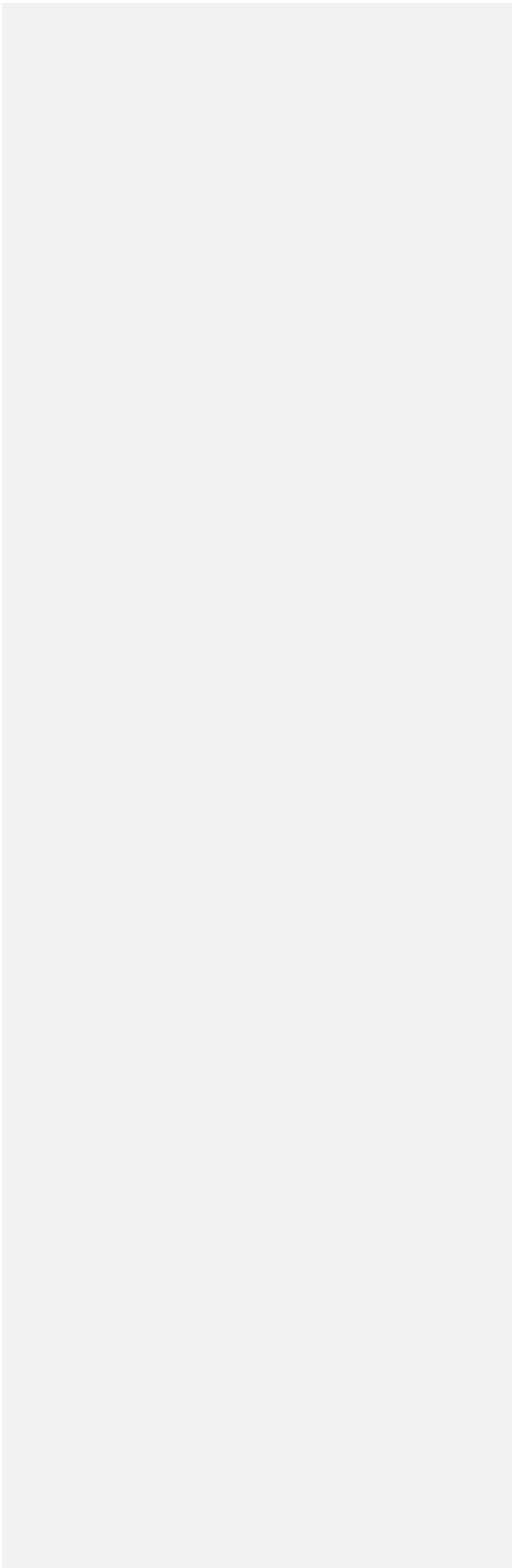
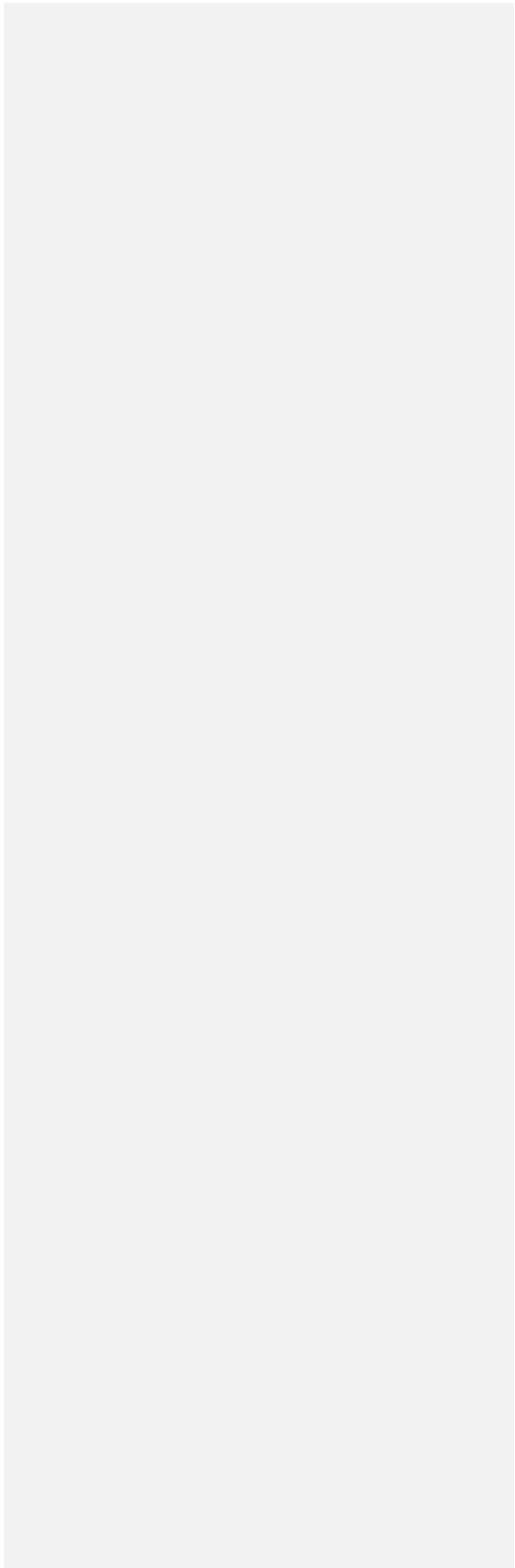


EXHIBIT D-2

MEMORANDUM OF GROUND LEASE AGREEMENT

[Follows on Next Page]



PREPARED BY AND
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

APC TOWERS III, LLC
8601 Six Forks Rd, Ste 250
Raleigh, NC 27615
Attn: Renee Hedstrom

(space above for Recorder's use only)

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT ("Memorandum"), made and entered into on this ____ day of _____, 202_, by and between the **Town of Archer Lodge**, a _____ ("Lessor") whose mailing address is 14094 Buffalo Road, Archer Lodge, NC 27527 and APC TOWERS III, LLC, a Delaware limited liability company ("Lessee") whose mailing address is 8601 Six Forks Road, Ste 250, Raleigh, NC 27615, is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 202_, which Lease contains, among other things, the following terms:

1. Description of Premises. The Lease pertains to certain real property owned by Lessor (the "Property") and certain premises located thereon to be used by Lessee for the construction, modification, operation, maintenance, repair, replacement and removal of the telecommunications facilities, which premises are hereinafter referred to as the "Premises." The Property is described in Exhibit A and the said Premises are shown on Exhibit B attached to this Memorandum.
2. Term. The Initial Term of the Lease is five (5) years beginning on _____, 20____ (the "Commencement Date").
3. Renewal Terms. Lessee has the right to extend the Term of the Lease for ~~nine-four~~ (94) successive terms of five (5) years each.
4. Subletting. Lessee has the right, at any time during the Term of this Lease, to sublet any portion of the Premises or permit any portion of the Premises to be occupied or used by subtenants, licensees or customers (including agents, contractors and subcontractors thereof) in connection with the provision of wireless communications services. All provisions of the Lease shall be binding on any such sub-tenant.
5. Right of First Refusal; Rental Stream Offer.
 - (a) From and after the date of the Lease through the expiration or termination of the term, Lessor has granted Lessee a right of first refusal in connection with all requests, proposals or offers from any third party (i) to acquire, lease or obtain an easement (or other right of way) under all or any portion of the Premises or (ii) to acquire the Lessor's interest in this Agreement. Lessor shall provide Lessee written notice (the "**ROFR Notice**") of its receipt of such a request, proposal or offer which Lessor desires to

APC Towers Site Number: NC-1056
APC Towers Site Name: Archer Lodge
Option and Ground Lease Agreement

Page 23 of 28

Initials: ____ / ____

accept. Such ROFR Notice shall describe all material terms of such request, proposal or offer and include a copy of such request, proposal or offer. Lessee will have 30 days to evaluate such request, proposal or offer and notify Lessor in writing (the "**Acceptance Notice**") if it intends to exercise its right to consummate such acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease pursuant to the terms and conditions set forth in such request, proposal or offer. If Lessee fails to provide Lessor with an Acceptance Notice within such 30-day period, then Lessor may proceed with such sale, lease or grant of easement (or other right of way) or such sale of the Lessor's interest in the Lease to such third party as set forth in the ROFR Notice, provided that if the acquisition, lease or obtaining of easement (or other right of way) or such sale of the Lessor's interest in the Lease set forth in the ROFR Notice is not completed within 180 days of when Lessee notifies Lessor it does not intend to provide an Acceptance Notice (or, if no such notice is given, 180 days after the expiration of the aforementioned 30-day period), then Lessor shall not complete such transaction(s) without first providing Lessee an additional ROFR Notice pursuant to the terms of the Lease, whereupon the foregoing provisions will again apply.

- (b) If at any time after the date of the Lease through the expiration or termination of the term, Lessor receives a bona fide written offer from a third party seeking an assignment or transfer of rent payments associated with the Lease ("Rental Stream Offer") which Lessor desires to accept, Lessor must furnish Lessee with a copy of the Rental Stream Offer. Lessee has the right within 30 days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Lessee chooses not to exercise this right or fails to provide written notice to Lessor within such 30 day period, Lessor may assign the right to receive the rent payments pursuant to the Rental Stream Offer, subject to the terms of the Lease.

6. Ratification of Lease. By this Memorandum, the parties intend to record a reference to the Lease and do hereby ratify and confirm all of the terms and conditions of the Lease and declare that the Premises are subject to all of the applicable provisions of the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum as of the date first above written.

[SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGES]

LESSOR: Town of Archer Lodge

By: _____
Name: _____
Title: _____
Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____ :

COUNTY OF _____ :

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____, Notary Public
My Commission Expires: _____.

LESSEE: APC TOWERS III, LLC
a Delaware limited liability company

By: _____
Name: Daniel C. Agresta III
Title: President & CEO
Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA:

COUNTY OF WAKE:

I, _____, a Notary Public of _____ County, North Carolina, certify that Daniel C. Agresta III personally came before me this day and acknowledged that he is the President & CEO of APC TOWERS III, LLC, and that he, as President & CEO, being authorized to do so, executed the foregoing on behalf of APC TOWERS III, LLC.

Witness my hand and official seal this the ____ day of _____, 20__.

_____, Notary Public
My Commission Expires: _____

EXHIBIT A TO MEMORANDUM OF GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

**THIS SHOULD BE THE LEGAL DESCRIPTION OF LESSOR'S PROPERTY WITHIN WHICH APC
III'S PREMISES AND EASEMENTS WILL BE LOCATED**

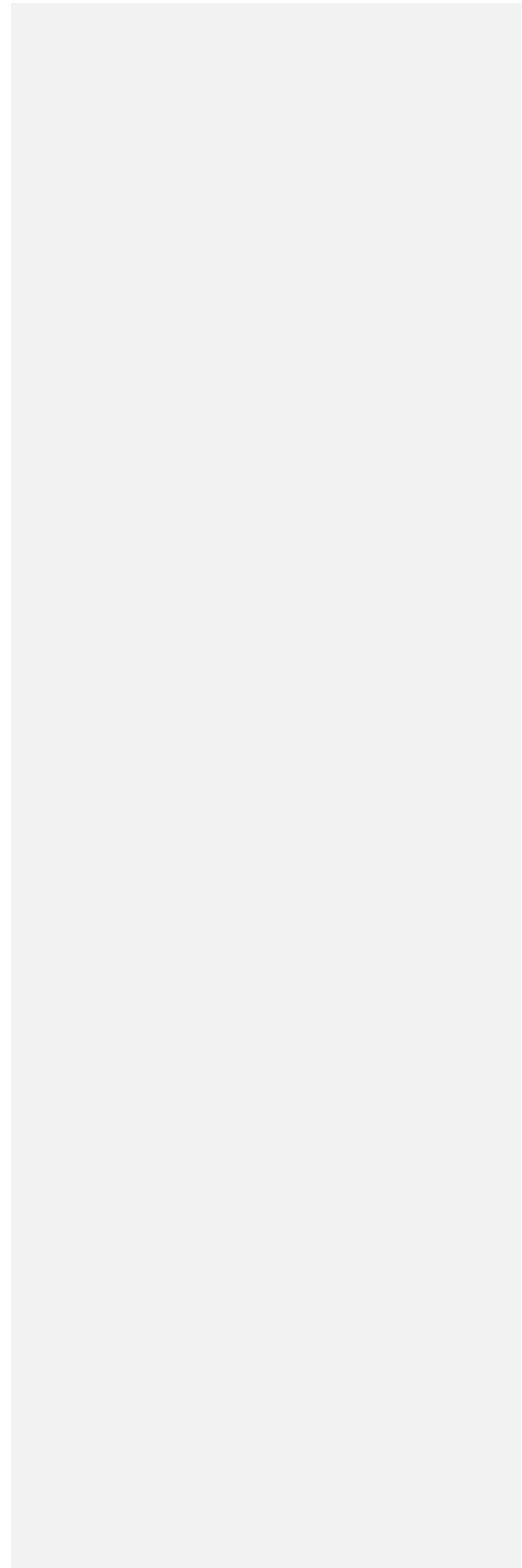


EXHIBIT B TO MEMORANDUM OF GROUND LEASE AGREEMENT

DESCRIPTION OF PREMISES

Legal description of the Premises and Easements may be provided on a new Exhibit B to Memorandum of Option and Ground Lease Agreement prior to exercise of Option per Paragraph 1(c). Initials by Lessor and Lessee at the bottom of the new Exhibit B to Memorandum of Option and Ground Lease Agreement will constitute approval thereof.

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

STATE OF NORTH CAROLINA

LEASE & USE AGREEMENT

JOHNSTON COUNTY

This Lease & Use Agreement is entered into this ____ day of _____, 20____ by and between the Town of Archer Lodge (hereinafter "Lessee") and the Archer Lodge Community Center, Inc. (hereinafter "Lessor"). This Agreement hereby revokes, replaces, and supersedes any Agreement currently or previously in place between the Parties.

WHEREAS Lessee is a municipal corporation, formed under the laws of the State of North Carolina and a political subdivision of the State of North Carolina;

WHEREAS Lessor is a non-profit corporation formed and operating under the laws of the State of North Carolina that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS Lessor was formed and operates for the purpose of organizing youth sports leagues and other community events in the Town of Archer Lodge and surrounding areas in Johnston County, North Carolina;

WHEREAS Lessor is the owner in fee simple of that certain parcel of land located at 14009 Buffalo Rd., Archer Lodge, North Carolina and being more particularly described in Exhibit A attached hereto (hereinafter the "Property"). The Property shall include use of the baseball field, soccer field, and restroom facilities;

WHEREAS the Property has been used for, among other things, organized recreational youth sports leagues for many years operated by Lessor;

WHEREAS Lessee now desires to assume operation and organization of the youth sports leagues currently operated by Lessor; and

WHEREAS Lessor wishes to grant Lessee long-term access to the Property in exchange for Lessee continuing to organize and conduct youth sports recreational leagues in the Town of Archer Lodge.

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, the adequacy and sufficiency of which is hereby acknowledged by all parties hereto, the parties agree as follows.

1. Grant. Lessor hereby leases the Property and all appurtenances thereto to Lessee for a term of twenty (20) years (the "Term"). The Term shall begin on January 1, 2023, and shall expire December 31, 2043.

2. Rent. In exchange for the lease contemplated hereunder, Lessee shall pay to Lessor rent in the amount of \$1.00 per year. Said rent shall be due on January 1st of each

year and shall be considered late if not paid by January 15th.

3. Renewals. Provided that Lessee is not in default under this Lease Agreement at the time and has not previously during the Term or any extensions thereof, Lessee, with consent of the Lessor, shall have the option to renew this Lease for an additional twenty (20) years by giving notice to Lessor or its successors or assigns no sooner than one hundred eighty (180) days and no later than ninety (90) days before the expiration of the Term or any extensions thereof. If Lessor or its successors opt not to renew this Lease, Lessor will give notice to Lessee no less than one hundred eighty (180) days before the expiration of the Term or any extensions thereof.

4. Lessee Obligations. In addition to the obligation to pay rent noted above, during the Term and any extensions thereof, Lessee shall:

- a) Continue to organize and conduct recreational youth sports leagues on the Property including, but not limited to, leagues for baseball, softball, and soccer;
- b) Maintain a high standard of cleanliness and orderliness during and after each use of the Property;
- c) Maintain the Property in an attractive manner and consistent with the use of the Property for their current recreational use;
- d) Schedule use of the Property; and
- e) Pay for maintenance, utilities, and upgrades to the Property. The maintenance, utilities, and upgrades shall be limited to the baseball field (including ball field lights), soccer field, associated sports facilities (dugouts, bleachers, etc.), and use of the restroom facilities in the picnic shelter. Upgrades shall be at the sole discretion of Lessee with permission of Lessor. Permission of Lessor shall not be unreasonably withheld. Use shall exclude the community center building, amphitheater, playground, concession stand, and picnic shelter. Mowing shall include grass areas on the whole property.
- f) Lessee shall be granted exclusive use of the John Deere infield groomer and mower being leased by Lessor (hereinafter "Equipment") for use on the fields of Lessor and those owned by Lessee. Lessee shall be responsible for all maintenance on said groomer. Lessee shall pay to lessor a use fee equal to the lease payments made by Lessor on the Equipment. Lessee shall be permitted to house the Equipment at ALCC until such a time as Lessee shall have their own suitable storage.

5. Authority of Lessee. Lessee shall have sole and full authority to provide all youth sports leagues, including registration, use of registration fees, and contracting with third parties, such as Johnston County Little League and Neuse River Futbol, for use of the Property and the rental fees associated with such use. Lessor shall not have rights to govern these activities or

collected monies. If Lessor has a need to use the Property, Lessor and Lessee shall coordinate Lessor's use. Lessor will meet at least annually with Lessee to relay information concerning possible programs being considered.

6. **Liability Insurance.** At all times during the Term of this Lease and any extensions hereof, Lessee shall maintain, at a minimum, a liability insurance policy or policies with limits of at least \$1,000,000.00 covering the Property. Upon the request of Lessor or its successors or assigns, Lessee shall, at Lessee's expense, include Lessor or its successors or assigns as an additional insured on such liability policy or policies.

7. To the fullest extent permitted by laws, Lessee agrees to fully indemnify, defend and save Lessor harmless from and against any and all claims and demands for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the Property or any part thereof, or arising directly or indirectly, from any act or omission of Lessee its agents, employees, invitees, customers or contractors, and from and against any and all costs, expenses, reasonable attorneys' fees, and liabilities incurred in connection with any such claims and/or proceedings brought thereon. To the fullest extent permitted by laws, Lessor agrees to fully indemnify, defend and save Lessee harmless from and against any and all claims and demands for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the use of the property of Lessor not subject to this agreement, or any part thereof, or arising directly or indirectly, from any act or omission of Lessor, its agents, employees, invitees, customers or contractors, and from and against any and all costs, expenses, reasonable attorneys' fees, and liabilities incurred in connection with any such claims and/or proceedings brought thereon.

8. The parties shall cooperate in executing and recording a memorandum of this Lease Agreement in the Johnston County Registry. Lessee shall pay the cost of such recording.

9. **Assignment.** Lessee shall not assign this Lease Agreement or sublet the whole or any portion of the Property without the consent of Lessor or its successors or assigns. Upon any such assignment, the assignor shall assume all obligations of Lessee and be subject to all remedies by Lessor under this Lease Agreement.

10. **Default.** If Lessee fails to pay the rent due hereunder or otherwise fails to comply with any of its obligations hereunder, Lessee shall be in default. In such event, Lessor shall have the right to cancel this Lease Agreement if the acts or omissions of Lessee giving rise to such default are not cured by Lessee within thirty (30) days of the date which Lessee receives written notice from Lessor of such default. Provided, however, that if such default other than rent is impossible to cure in thirty (30) days through no fault of Lessee, then Lessee shall have a reasonable time after written notice of default from Lessor to cure the default.

11. **Notice.** Whenever written notice is required to be provided hereunder, or

whenever either party hereto wishes to send written correspondence to the other, such notice shall be delivered as follows:

- a) If to Lessor,
deliver to:

Archer Lodge Community Center Inc.
14009 Buffalo Rd.
Archer Lodge, NC 27527

- b) If to Lessee, deliver to:

Town of Archer Lodge
14094 Buffalo Rd.
Archer Lodge, NC 27527

12. This Lease Agreement shall be interpreted and governed by the laws of the State of North Carolina., all parties hereto, by executing this document, hereby voluntarily submit themselves, their successors and assigns to the jurisdiction of the applicable courts in North Carolina, and the parties acknowledge that the courts in Johnston County, North Carolina are an appropriate venue for any disputes between the parties hereto that may arise out of this Lease Agreement..

13. This Lease Agreement represents the entire agreement of the parties. To the extent that any oral representations, or terms discussed orally, between any of the parties are inconsistent with the terms herein, each party hereto acknowledge that such inconsistent representations or terms were not accepted by the other(s) and that such inconsistent representations or terms are not part of any agreement between the parties related to the subject matter of this Lease Agreement.

14. This Lease Agreement cannot be modified except in a writing executed by all of the parties hereto executed under the same formalities as this Lease Agreement.

15. Any determination by any court that any term of this Lease Agreement is invalid, in whole or in part, shall not affect the validity of the remainder of this Lease Agreement.

16. If any party hereto, or their respective successors or assigns, files a lawsuit to enforce or set aside this Lease Agreement or any portion hereof, or any other lawsuit that is in any way related to this Lease Agreement, the prevailing party in such lawsuit shall be entitled to its costs, including reasonable attorney's fees, of prosecuting or defending such lawsuit. This entitlement to costs of litigation, including reasonable attorney's fees, is contractual in nature and is intended by the parties to be in addition to, and not substituted for, any other legal entitlement to such costs of litigation, including reasonable attorney's

fees, that the parties hereto, or either of them, may have.

17. Each party hereto acknowledges that they enter into this Lease Agreement of their own free will, and that they are under no duress or undue influence to execute the same.

18. All terms hereof shall be binding upon each party's successors and assigns.

Each party hereto acknowledges that the signature line(s) below for such party is signed by a person with the full authority, whether actual or apparent, to execute this Contract on behalf of such indicated party.

ARCHER LODGE COMMUNITY CENTER, INC.

TOWN OF ARCHER LODGE

By: _____
Dene Castleberry, President

By: _____
Matthew B. Mulhollem, Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this ___ day of _____, 2023, by and between the Town of Archer Lodge, North Carolina, a municipal corporation (“Town”) and Johnston County Little League, a North Carolina Non-Profit Corporation (“JCLL”). The Town and JCLL may be referred to as a “Party” or collectively as the “Parties.

WITNESSETH:

WHEREAS, the Town anticipates entering into a long term lease agreement (Lease) with Archer Lodge Community Center, Inc., a North Carolina Non-Profit Corporation (ALCC) for the exclusive use and control of the baseball field, multi-purpose field, and bathroom facilities at the picnic shelter located at 14009 Buffalo Rd., Archer Lodge, North Carolina (the Property); and

WHEREAS, the Town owns property on Castleberry Rd. where the Town is currently constructing a town park which includes baseball fields; and

WHEREAS, JCLL had entered into a use and rental agreement with ALCC prior to the execution of the Lease between the Town and ALCC; and

WHEREAS, the Parties anticipate future cooperation with each other regarding use of all fields for baseball; and

WHEREAS, the Parties desire to enter into this MOU to express their understandings with respect to the foregoing;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties have the following understandings:

1. **Current Use Agreement.** The Town agrees to honor the current use agreement between JCLL and ALCC through and including June 30, 2023, including, but not limited to, the rental rate for use of the Property, the agreed upon schedule for use of the Property, and maintenance and preparation agreement for the Property. All use and rental payments (if any) shall be paid to the Town after the effective date below.
2. **Future Use.** The Parties agree and understand that all future use and rental agreements for use of the Property shall be with the Town and ALCC shall have no authority to encumber the use of the Property. All future use and rental agreements shall be subject to the adopted rental and fee schedule of the Town’s Parks and Recreation Department.
 - a. The Town shall be responsible for the following:

- i. League Registration using Town of Archer Lodge Parks and Recreation Software
 - ii. Scheduling baseball officials and part-time staff as needed
 - iii. Supplying uniforms consisting of a team hat and shirt/jersey
 - iv. Scheduling of practices and games at all Town-maintained facilities
 - v. Facility maintenance
 - vi. Reimbursement of Little League for players' liability insurance not to exceed \$4,000.00
 - vii. End of season awards
 - viii. Conducting background checks for all volunteers and coaches
 - ix. Day-to-day oversight of parent/spectator conduct
 - b. JCLL shall be responsible for the following:
 - i. Allow the Town to be a stakeholder and a position on the JCLL Board of Directors within Little League guidelines
 - ii. Day-to-day oversight of players and coaches
 - iii. Securing sponsorship and fundraising outreach
 - iv. Organizing special events and volunteers for special events
 - v. Conducting draft day evaluations and facilitation of the draft
 - vi. Conducting All-Star evaluation and selection
 - vii. Constructing and submitting uniform orders
 - viii. Maintenance of non-Town-maintained fields (Riverwood Middle, Clayton Middle, and Clyde's Chapel)
 - ix. Supplying additional uniforms outside of the responsibility of the Town (eg. All-Star Uniforms)
3. **Effective Date.** This MOU shall be effective, give notice to the Parties, and be binding on their heirs, successors and assigns as of the date listed in the signature page below.
4. **Term.** This MOU shall remain in effect for a term of five (5) years from execution by the Parties. This MOU shall automatically renew unless either Party provides written notice of their desire not to renew no later than 180 days prior to the end of the current five (5) year term.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

IN WITNESS WHEREOF, this MOU has been approved by the Town Council for the Town of Archer Lodge as of the ____ day of _____, 2023 and is executed by its Mayor and Town Clerk with authority duly given and as an act of the Town of Archer Lodge.

TOWN OF ARCHER LODGE

By: _____
Matthew Mulhollem, Mayor

ATTEST:

Jenny Martin, Town Clerk

IN WITNESS WHEREOF, this MOU has been approved by Johnston County Little League as of the ____ day of _____, 2023 and is executed by its President with authority duly given and as an act of Johnston County Little League.

JOHNSTON COUNTY LITTLE LEAGUE

By: _____
Andy Knepper, President



TOWN OF ARCHER LODGE

14094 Buffalo Road
Archer Lodge, NC 27527
Main: 919-359-9727
Fax: 919-359-3333

Mayor:

Matthew B. Mulhollem

Council Members:

Clyde B. Castleberry

Mayor Pro Tem

Teresa M. Bruton

J. Mark Jackson

James L. (Jim) Purvis, III

Mark B. Wilson

Safety Policy

Safety is the responsibility of both the Town and employees. It is the policy of the Town to establish a safe work environment for employees. The Town shall establish a safety program including policies and procedures regarding safety practices, precautions, and training in safety methods. Department heads and supervisors are responsible for ensuring safe work procedures, including the use of all required personal protective equipment (PPE), and providing necessary safety training programs. Employees shall follow the safety policies and procedures and attend safety training programs as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Personal safety, and the safety of other employees, is the responsibility of all personnel. All safety issues should be brought to the attention of the Town Administrator.

Each Town employee is responsible for:

1. Developing and maintaining safe work habits.
2. Promptly reporting all accidents and injuries.
3. Pointing out dangerous practices and working conditions.
4. Taking proper care of equipment.
5. Knowing the location and use of fire extinguishers, the location of fire exits, and the method of reporting a fire or other emergency.
6. Reporting suspicious persons or activities.
7. Practicing safe driving habits.
8. Reporting unsafe conditions and submitting practical safety suggestions.

Additional detailed procedures regarding safety, worker's compensation, injury, and infection control may be established by the Town Administrator.



TOWN OF ARCHER LODGE

14094 Buffalo Road
Archer Lodge, NC 27527
Main: 919-359-9727
Fax: 919-359-3333

Mayor:

Matthew B. Mulhollem

Council Members:

Clyde B. Castleberry

Mayor Pro Tem

Teresa M. Bruton

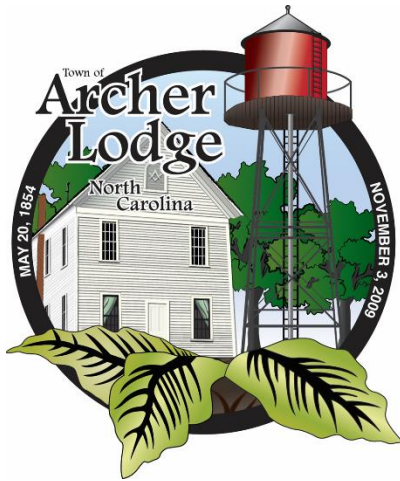
J. Mark Jackson

James L. (Jim) Purvis, III

Mark B. Wilson

Post-Offer Drug Screen, Physical Exam, Driver's License Check, and Criminal History Check Policy

All job applicants that are offered a position with the Town may be required to submit to a criminal history check, a drug screen, a driver's license check, and/or a physical exam. The drug screen and the physical exam will be performed by a physician of the Town's choice and at the Town's expense, prior to beginning work. The Town shall rescind any offer of employment to any applicant who refuses to (1) take a drug screen or physical exam; (2) has a positive drug screen; (3) if the physical exam indicates that the candidate is unable to perform the essential functions of the position; and/or (4) unacceptable criminal history check and/or driver's license check. If the criminal history check and/or the driver's license check is unfavorable, then the Town will consider the following: (1) the severity of the crime; (2) degree to which the crime is related to the job for which the applicant is being considered; (3) and the length of time since the conviction. These factors will be used to determine the degree to which there is a business necessity for choosing not to hire the applicant.



TOWN OF ARCHER LODGE

14094 Buffalo Road
Archer Lodge, NC 27527
Main: 919-359-9727
Fax: 919-359-3333

Mayor:

Matthew B. Mulhollem

Council Members:

Clyde B. Castleberry

Mayor Pro Tem

Teresa M. Bruton

J. Mark Jackson

James L. (Jim) Purvis, III

Mark B. Wilson

Drug & Alcohol-Free Workplace, Substance Abuse, and Drug and Alcohol Testing Policy

The Town has the responsibility to ensure the safety of its citizens and other employees by making sure Town employees are not under the influence of drugs and/or alcohol. The Town will not tolerate employees reporting to work with their ability to perform impaired by alcohol, illegal drugs, or inappropriately used prescription or over-the-counter drugs.

Current employees may be subject to drug and/or alcohol testing in the case of accidents. The Town has the right to require any employee to submit to a drug test if there is reasonable suspicion that the employee may be under the influence of drugs or alcohol. The Town shall designate the testing source and escort the employee to the testing site if there is reasonable suspicion of substance abuse. The Town shall assume financial responsibility for all testing.

The Town also seeks to aid employees experiencing substance abuse problems by offering rehabilitation opportunities.

The Town Administrator has the authority to establish, administer, and enforce substance abuse processes and procedures within the Town.



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

Monthly Report
Town of Archer Lodge

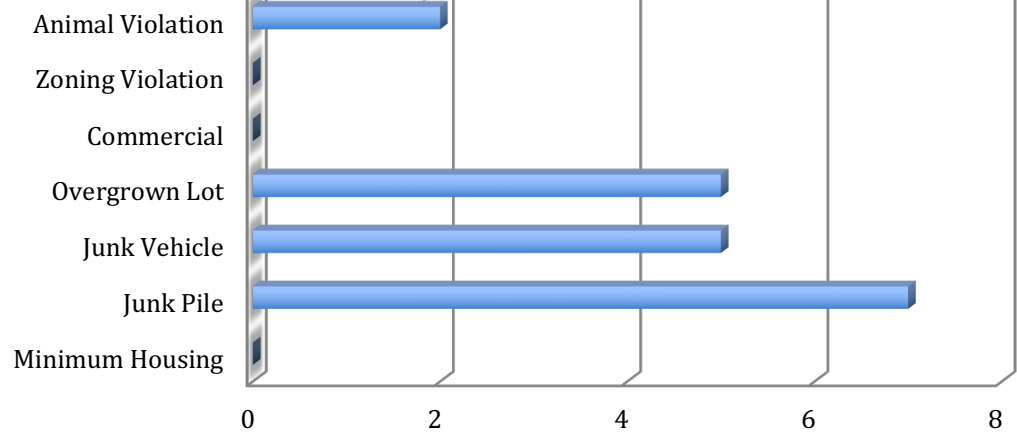
Updated
May 30, 2023

ADDRESS	VIOLATION	STATUS
277 Cohaire Dr	JP/JV	ABATED
13217 Buffalo Rd	JP	ABATED
13175 Buffalo Rd	JP/JV	ABATED
13250 Buffalo Rd	JP	ABATED
11 Wheatfield Ln	JP/JV	ABATED
-----	JP/JV	OPEN
12910 Buffalo Rd	JV/JP	ABATED
200 Wyndfall Ln	JV	ABATED
306 Wyndfall Ln	JV/JP	ABATED
307 Wyndfall Ln	JV	ABATED
105 Buckhorn Ln	JP/JV	OPEN
501 Whitetail Ln	JV	ABATED
120 Buckhorn Ln	JV	OPEN
113 Buckhorn Ln	JV	OPEN
143 Buckhorn Ln	OL	OPEN
129 Buckhorn Ln	JV	ABATED
118 Buckhorn Ln	JP	OPEN
620 Whitetail Ln	JV/AC/JP	OPEN
101 Buckhorn Ln	JP/Limbs	ABATED
221 Wyndfall Ln	AC	OPEN
15367 Buffalo Rd	Stop work Order	ABATED
13230 Buffalo Rd	JP/OL	ABATED
15180 Buffalo Rd	OL	OPEN
15857 Buffalo Rd	OL/JP	OPEN
14540 Buffalo Rf	OL	ABATED
6668 Covered Bridge Rd	OL	OPEN
67 Wheatfield Ln	OL/JP	OPEN
7823 Covered bridge Rd	JP	OPEN

HIGHLIGHTS

- 08 New Cases were opened.
- 08 Notice of Violations were issued.
- 15 Cases were abated.
- 10 Cases no progress at present.
- 02 Abatement in progress.
- 00 Notice of Hearings sent out.
- 12 Signs picked up.
- Received several complaints about livestock & no ordinances to regulate it.
- Inspections, follow ups and in person meetings or attempted in person meetings were made with all violators.
- 8 new cases were open I conducted 20 follow ups on previous cases.
- I would like to thank each of you for the opportunity to serve this community and "Protecting Quality of Life"

Violations by the Numbers



	Minimum Housing	Junk Pile	Junk Vehicle	Overgrown Lot	Commercial	Zoning Violation	Animal Violation
■ Violations by the Numbers	0	7	5	5	0	0	2



PROTECTING QUALITY OF LIFE

Alliance Code
Enforcement LLC

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Town of Archer Lodge

Updated
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