

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the 1st day of January, 2025, by and between Hi-Mountain Property Owners Association, Inc., a North Carolina non-profit corporation, hereinafter "Lessor", and Western North Carolina Public Radio, Inc., hereinafter "Manager," and the County of Jackson, a body politic and subdivision of the State of North Carolina, hereinafter, "Lessee", and collectively referred to as the "Parties".

Lessor owns the Premises described below. Manager manages the Premises for Lessor and owns and uses equipment, including a generator, on the Premises. Lessee provides Emergency Management Services for Jackson County. Lessor agrees to provide to Lessee certain space on the Premises for Lessee's Equipment under the terms and conditions below to enable Lessee to operate on the following frequencies:

1. Definitions. Terms not elsewhere defined herein are defined as follows:
 - 1.1 "ANSI": the American National Standards Institute.
 - 1.2 "Equipment": See attached Exhibit "2" for a description of Lessee's equipment to be used on the Premises.
 - 1.3 "FAA": the Federal Aviation Administration.
 - 1.4 "FCC": the Federal Communications Commission.
 - 1.5 "License": a Station License as issued by the FCC.
 - 1.6 "Premises": property located at 1707 Spruce Patch Ln, Sylva, NC 28779 and further described on attached Exhibit "1".
 - 1.7 "RF": Radio Frequency.
2. Demise of Leased Premises. Lessor hereby leases unto Lessee the facilities and spaces described on attached Exhibit "3" Lessor or Manager shall have the sole right during the term of this Lease a) to determine the location of the spaces described in the attached Exhibit "3" b) to approve the size, type and quality of the Equipment (including any and all changes to grounding and electrical connections) and to approve, in advance, any repairs, replacements, or changes to the Equipment, and c) to require Lessee to take whatever action is necessary to eliminate objectionable interference by the Equipment with that of Lessor's.

3. Use of Premises and Equipment. The Premises and Equipment may only be used for the purposes of electronic communications and shall not be used by anyone for any other purpose without the prior written consent of Lessor.

4. Term and Termination. The term of this Agreement shall be for a period of five (5) years, commencing on January 1, 2025 (the "Commencement Date"), and terminating on December 31, 2030 (the "Termination Date"). The rental payments shall commence on the Commencement Date.

5. Condition of Premises Upon Termination. Upon the termination of this Lease Agreement, the Lessee shall return the Premises to Lessor in substantially the same condition as received, with reasonable exceptions, including ordinary wear and tear. Lessee acknowledges that any modifications made to the existing generator will remain in place at the termination of the Lease. Furthermore, Lessee agrees that the newly constructed 40' tower shall remain on the Premises unless the Lease is terminated due to the Lessee no longer being permitted to use the Premises for the intended purpose. In the event of such termination, Lessee shall have the right to remove the 40' tower at the time of termination.

6. Holdover. If the Lessee remains in possession of the Premises after the expiration of the then current term without the execution of a new lease, the Lessee shall not acquire any right, title or interest in or to the Premises. In such event, the Lessee shall occupy the Premises as a month-to-month tenant and shall otherwise be subject to all the conditions, provisions, and obligations of this Lease, including making rental payments on a pro-rated basis each month.

7. Acceptance of Premises. The Lessee acknowledges that the Lessee has inspected and examined the entire Premises and that the same are in good and satisfactory condition.

8. Rental Payments. Lessee shall pay Lessor an annual rental amount of \$1,163.92 for the first year of the lease term. For each subsequent year, the rent owed by Lessee shall increase by four percent (4%) of the amount paid in the previous year. A payment schedule showing the amounts owed to Lessor for the first five years of the lease term is attached as Exhibit "4". Lessee's annual rental payments shall cover any electricity costs from Lessee's use of the Equipment. Rental payments shall be due and payable in one (1) installment due on the first of January for each year of the lease term. Rent shall be paid to Hi-Mountain Property Owners Association, Inc. at 8601 Beach Blvd #204, Jacksonville, FL 32216 or at such other place as may be designated by Lessor in a Notice delivered to Lessee.

9. Construction and Related Matters.

9.1 Any construction or modification to the Premises necessary for the operation of the Equipment (collectively, "Modifications") shall be discussed and agreed upon

as to scope and price, in writing by all parties in advance. Lessee shall pay all costs of all such Modifications.

- 9.2 Lessor shall not make any changes or authorize any repositioning of any of the Equipment, including but not limited to transmitter and transmission lines for the Equipment, without Lessee's prior written approval. Lessee shall not make any changes in, or additions to, the Equipment without Lessor's prior written approval.
- 9.3 Manager shall provide electrical services to Lessee at no cost. This can be reassessed if Lessee changes equipment or requests modifications.
- 9.4 Lessee shall connect to Manager's emergency power generator, providing back-up power when back-up power is necessary and available. Lessee shall be responsible for maintaining and fueling Manager's generator at Lessee's own cost. Lessee shall engage a licensed generator maintenance company to perform servicing and maintenance on the generator at least twice a year. Lessee maintains the right to supplement and or replace the fuel tank of Manager's generator to extend the life of the generator. Any modifications to Lessor's generator by Lessee shall become the property of Lessor.
- 9.5 Lessee shall provide minimal road maintenance from the last residence up to the tower, including the implementation of water breaks and maintaining the road to a point that 4-wheel drive vehicles with average clearance can travel to and from the site.
- 9.6 Lessee shall construct a new 40' tower on the western end of the existing building inside of chain link fenced area.
- 9.7 Lessee shall make accommodations for one dipole antenna from Asheville Communications to be on constructed tower.

10. Additions, Alterations, Changes and Improvements. Lessee shall not make any alterations, changes or improvements, structural or otherwise, in or to the Premises without Lessor's or Manager's prior written consent. If such consent is given, all such alterations, changes and improvements shall be promptly made in a workmanlike manner and promptly paid for by Lessee, allowing no liens to attach either to the Premises or to the Lessee's interest therein. Any alterations, changes, or improvements shall not be removed at any time without Lessor's or Manager's permission, and, except for broadcast and transmission equipment, shall become the property of Lessor, at its option, at the termination of this Lease. If any improvements are removed, Lessee shall return the affected portion of the Premises to its original condition, ordinary wear and tear excepted. Lessor shall have the right to require Lessee to provide such assurances as Lessor shall reasonably require such as bonds, escrows, and the like, to protect Lessor against any unpaid work.

11. Repairs. Lessor shall have no obligation to make any repairs or replacements or to perform any maintenance on the Equipment. Lessee alone shall bear all costs and responsibility for the installation, construction, modification, alteration, upkeep and repair of all

Lessee's property and Equipment. Lessor and Manager shall be solely responsible for all maintenance, upkeep and oversight of the Premises leased hereunder.

12. Safe and Sanitary Condition. Lessee shall not permit or cause any act or deed to be performed upon, in or about the Premises which shall likely cause injury to any person or to the Premises or to any adjacent premises. Lessee shall not cause or allow any clutter or refuse to exist on the Premises.

13. Access; Cooperation. The Lessee shall cooperate with Lessor and Manager and all other parties requiring access to the Site, Building and Tower:

13.1 So long as Lessee is not in material breach hereof, Lessee shall have reasonable access to the Equipment at all times during the term of this Agreement or any renewal term. Except in cases of emergency, Lessee shall provide at least twenty-four (24) hours' notice of Lessee's access requirements.

13.2 Lessor and Manager shall have access to the Premises at all times.

13.3 Lessee will communicate to Manager via email when visiting site (tech@bpr.org / phyllisbolick@gmail.com).

13.4 Lessor, Manager and Lessee agree to cooperate in implementing FCC policies protecting humans from excessive RF radiation. Toward that end, the parties hereto shall make reasonable efforts to obtain the cooperation of all parties on the Premises whenever access is required in proximity to Lessee's antenna. Whenever Lessee has been notified in advance of such need for access, Lessee shall act, per FCC/ANSI guidelines, to temporarily reduce or terminate the RF energy emanating from Lessee's antenna.

13.5 If applicable, the parties hereto shall use reasonable efforts to obtain the same cooperation with all parties on the Premises whenever Lessee or another tenant requires safe access within proximity to an antenna.

13.6 Lessee shall not pay, and Lessee shall not require any form of compensation from any other party due to a temporary, partial or complete reduction in their power arising solely from compliance with FCC/ANSI guidelines.

14. Noninterference. Lessee shall not permit its operation hereunder to interfere with the use of the Premises by Lessor or by any third party. Similarly, it is understood and agreed that Lessee shall have comparable protection from interference by any party whose facilities shall be constructed, installed or operated upon the Premises subsequent to this Lease. Furthermore, in the event and as the result of any party installing, modifying or locating its equipment or its operation on the Premises subsequent to the completion of Lessee's construction or most current modification, Lessee shall not bear any responsibility or cost of any claim or complaint by said party for either interference or blockage, if Lessor and Lessee

jointly determine that Lessee's equipment is properly installed and is properly functioning per the terms of this Lease and FCC/FAA Regulations.

15. Licenses. Lessee, as a condition of this Lease, shall at all times provide and maintain all necessary permits and licenses related to its tenancy hereunder. Lessee shall supply current copies of all licenses and permits and any other instruments of authorization necessary for the legal operation of the Equipment to Lessor prior to the commencement of operation and throughout the term of this Lease.

16. Assignment or Subletting. Lessee shall not have the right to assign this Lease or to sublet the Premises in whole or in part, without the prior written consent of Lessor, except that Lessee may contract to share tower and equipment space with the Balsam-Willets- Ochre Hill Volunteer Fire Department, Inc. and DLP Harris Regional Hospital who contracts with Lessee to provide EMS services for northern Jackson County. Lessee may assign this Lease to an affiliate under common ownership of these entities or to the successor to the broadcast license of Lessee, provided Lessee remains fully liable for all the obligations of this Lease.

17. Taxes and Assessments. Lessee shall timely list the Equipment for taxes and shall pay all tax assessments of whatever kind or nature assessed against the Equipment. All taxes shall be paid prior to delinquency. If any additional federal, state or local tax is determined to apply to the installation or use of the Equipment, Lessee shall be responsible for payment of such tax. Lessor shall be responsible for any real property taxes assessed on the Premises.

18. Indemnification. To the extent allowed by North Carolina law, Lessee shall indemnify and hold Lessor harmless from any claims, demands, suits, actions, recoveries, judgments, costs and expenses due to or arising out of the negligent or intentional acts or omissions of Lessee's agents or employees including, without limitation, acts or omissions related to any federal, state and local laws and regulations. Lessor shall indemnify and hold Lessee harmless from any claims, demands, suits, actions, recoveries, judgments, costs and expenses due to or arising out of the negligent or intentional acts or omissions of Lessor's agents or employees including, without limitation, acts or omissions related to any federal, state and local laws and regulations.

19. Insurance. Lessee shall procure and maintain comprehensive public liability and property damage insurance issued by an insurance company, legally qualified to do business in the state of North Carolina, covering Lessee's operations and activities on or in connection with the Premises, building and tower in the amount of at least one million dollars and naming Lessor as an additional insured. Lessee shall procure and maintain, before commencing any installation and/or maintenance work on the Premises, a certificate of insurance for Workers' Compensation Insurance issued by an insurance company legally qualified to do business in the state of North Carolina, and said insurance shall provide for the payment of compensation in accordance with the laws of the state of North Carolina, for all installation and/or maintenance work as well as employees of Lessee and its contractors and sub- contractors.

20. Default.

20.1 Each of the following events shall constitute an Event of a Default:

- a) if Lessee files a petition in bankruptcy or insolvency or for re-organization under any bankruptcy act or makes an assignment for the benefit of creditors;
- b) if involuntary proceedings under any bankruptcy law, insolvency or receivership action is instituted against Lessee, or if a receiver or trustee is appointed for all or substantially all the property of Lessee;
- c) if Lessee fails to pay any sum due from it in strict accordance with the provisions of this Lease, and does not make the payment within 10 days after receipt of written notice thereof;
- d) if Lessee fails to fully perform and comply with each and every condition and covenant of this Lease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;
- e) if Lessee vacates or abandons the Premises;
- f) if the interest of Lessee is assigned except as herein permitted;
- g) if the operation of the Equipment causes interference prohibited by Section 14 above, and the interference is not cured within thirty (30) days of Lessee's receipt of written notice from Lessor.

20.2. Upon the occurrence of any Event of Default described above, Lessor shall have the right:

- a) to cancel and terminate this Lease Agreement and all interests of Lessee hereunder by giving notice of such cancellation and termination not less than 10 days prior to the effective date of such termination (but such cancellation shall not serve to release or discharge any damages Lessee owes to Lessor); and/or
- b) to reenter the Premises immediately, remove the property of the Lessee, and store such property at the expense of the Lessee. Notwithstanding the reentry, Lessee retains the right to reclaim its property from Lessor. Lessor shall have the right to terminate this Lease by giving 10 days' notice of termination to Lessee, but without such notice, the reentry by Lessor shall not terminate this Lease; and/or

- c) to recover from Lessee all damages resulting from Lessee's breach, including the cost of recovery of the Premises and returning the Premises to satisfactory condition, together with the value of the remaining balance of this Lease, all which sums shall become immediately due and payable to Lessor; and/or
- d) to rent the Premises or any part thereof for any term, only upon the termination of this Lease. Lessor shall apply the rent received from reletting in the following order: (1) to expenses from sub-letting; (2) to sums due from Lessee other than sums denominated in Section 8 above, and (3) to sums denominated as rental payment in Section 8 above previously due and (4) to sums which were to become due in the future; and/or
- e) to accelerate the rental payments with or without entry; and/or
- f) to exercise all other rights and remedies provided by law.

20.3. Upon any breach hereof, regardless of whether such breach is, or becomes an Event of Default, Lessor shall be reimbursed by Lessee for all reasonable attorney fees incurred by Lessor in connection with such breach.

21. Termination. This Lease may be terminated a) upon an Event of Default as defined in Section 20, b) if Lessee is prevented or substantially hindered through no fault of Lessee, from engaging in normal site operations, by reason of any act of Nature, legal enactment, government rule, order or regulation, act of war, criminal act, riot or civil commotion of more than 15 days duration, upon 15 days written notice by Lessee delivered at the end of such 15 day period, c) upon 30 days' notice, delivered within 21 days after the date of execution hereof, if Lessee in good faith determines the Premises does not reasonably satisfy Lessee's site requirements or determines that it will be required to pay unreasonable costs for construction or alteration of the Premises' obstruction lighting or station, d) Lessee loses its FCC license, or e) if the Premises or any part thereof is acquired or condemned under the power of eminent domain, whether by public authority, public utility or otherwise, in which case Lessor shall be entitled to the entire amount of any condemnation award. Removal of the Equipment shall be completed within the notice period for any termination hereunder. All installation and removal costs shall be borne by Lessee.

22. Waiver. No failure by either party to exercise any rights hereunder shall be deemed a waiver of the right to subsequently exercise the same.

23. Law Applicable. This Lease shall be construed and enforced under the laws of the state of North Carolina in North Carolina courts with venue in Jackson County, North Carolina.

24. Binding Effect, Amendment. The terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties. All agreements of the parties are merged herein. No amendment hereof shall be binding unless in writing and signed by all parties.

25. Notices and Written Consents. All notices, and written consents shall be in writing and shall only be deemed properly served when posted by certified United States mail, return receipt requested, or by overnight express courier service, addressed to each party at the addresses designated below or subsequent address designated in such notice.

To Lessor:

Western North Carolina Public Radio, Inc.
73 Broadway
Asheville, NC 28801
Tel: (828) 210-4800

Email:

To Lessee:

Jackson County Manager
401 Grindstaff Cove Road
Suite A207
Sylva, NC 28779

Tel:

828-631-2295

Email:

donadams@jacksonnc.org

26. Sale of Premises. If Lessor sells or otherwise transfers its interest in the Premises, Lessor shall have no further liability under this Agreement, provided the successor assumes all rights and obligations hereunder. After such transfer, Lessee shall look solely to the new owner for the performance of this Agreement.

27. Interest. All sums due from Lessee that are not paid when due shall accrue interest at a rate of eight percent (8%) per annum, calculated from the due date until the date of payment.

28. Entire Understanding. This Lease Agreement, including exhibits, contains the entire understanding and agreement of Lessor and Lessee with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein. This Lease supersedes all prior agreements and undertakings between Lessor and Lessee with respect to its subject matter.

29. Modification. No modification of this Lease Agreement shall be effective unless contained in a writing executed by authorized representatives of Lessor, Manager and Lessee.

30. Acknowledgment and Certification.
- A. Lessor acknowledges receipt of technical information and space requirements specified in Exhibit "2". Said Exhibit is hereby incorporated by reference.
 - B. Lessee certifies to Lessor that the technical information set forth in Exhibit "2" is in accordance with manufacturer specifications and all applicable FCC rules and regulations.

[SIGNATURES ON FOLLOWING PAGE]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the day and year first above written.

LESSOR: HI-MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.

By : _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

MANAGER: Western North Carolina Public Radio, INC.

By: _____

Printed Name: David Feingold, CEO

By: _____

Name: Mark Letson

Title: Chairman, Jackson County Commissioners

ATTEST:

By: _____

Name: Angie Winchester

Title: Clerk to the Jackson County Commissioners

Description of Premises

Exhibit "1"

Building & Tower Location

Building & Tower are located at or 1707 Spruce Patch Ln. Sylva, NC
28779

Approximate GPS coordinates are 35°27'43.4"N 83°06'25.S"W

PIN: 7674-78-3400

Legal Description: BEGINNING at a 2 inch existing iron pipe on top of ridge, common corner of Sumter Lowry Foundation (Book 556 at Page 122) and Major Land & Timber Co (Book 295 at Page 81) and located South 41-31-08 East 223.70 feet from an iron pin found on top of ridge in the line between Haywood and Jackson Counties and runs thence with the line of Major Land & Timber Co and the Haywood/Jackson County line South 66 East 317.20 feet to an iron pin found on top of ridge; thence with line of Watts (Book 984 at Page 463), South 27-49-52 West 29.81 feet to a point in centerline of existing 30 foot right of way and still with line of Watts, South 31-37-58 West 78.62 feet, South 46-30-31 West 70.40 feet and South 61-03-36 West 16.47 feet; thence with line of Perlis (Book 866 at Page 748), North 31-15 West 326.04 feet, passing through an iron pin found at 22.04 feet to the point of beginning, containing 0.72 acre, more or less, as shown on survey entitled "Cogdill Properties, Inc." dated July 21,2000 by Burns Land Surveying, Drawing # J-148.

SUBJECT TO the Covenants, Restrictions, Easements, Reservations, Terms and Conditions governing Hi-Mountain Subdivision, dated November 1, 1982 and recorded in Book 550 at Page 184 and Amended Covenants, Restrictions, Easements, Reservations, Terms and Conditions governing Hi-Mountain Subdivision dated October 9, 1986 and recorded in Book 646 at Page 1, both of the Jackson County Public Registry; reference to which is herein made.

Jackson County to construct new 40' tower on western end of building.



JACKSON COUNTY EQUIPMENT

EXHIBIT "2"

ANTENNA'S

2- LAIRD FG4500, UNITY OMNI ANTENNA, 450-470 MHZ, VERTICAL POLARIZATION, 26 INCHES, 1.2 LBS, 125 MILE WINDLOAD RATING

1- SINCLAIR SY303-SF2SNM, YAGI DIRECTIONAL, 450-475 MHZ, VERTICAL POLARIZATION, 13.72 INCHES WIDE, DEPTH 5.1 INCHES, HEIGHT 15.88 INCHES, 1.27 LBS, WIND LOADING 215 MPH, 103 DEGREE AZIMUTH TO 65 DEGREE

TOWER

- 1- 45 ROHN TOWER 40 FT WITH HOUSE BRACKET
- 2- 3- 2' STANDOFF BRACKETS

COAXIAL LINES

LMR-600 (1/2") COAX FOR ALL 3 TRANSMITTERS

TRANSMITTERS

- 3- NXR-810- UHF 450-520 MHZ. 45 WATT OUTPUT, 19x3-1/2x13-1/3 inches, 21.4 lbs

CALL SIGNS

- 1- KNIH904 - FIRE (FI)
- 2- WPSK209-800 PRIVATE
- 3- WPTQ253 - DLP HARRIS EMS

In the future an additional Antenna, Transmitter, bracket and coaxial line may be added for the Jackson County Sheriff's Office.

Description of Location for Lessee's Equipment

Exhibit "3"

Lessee Space Use Location

Lessee will have up to two equipment racks in the west end of the existing building. Lessee will also have space to construct a new 40' tower on the west end of the building within the fenced-in area.

Rental Payment Schedule

Exhibit "4"

1. Year 1: \$1,163.92
2. Year 2: \$1,210.48
3. Year 3: \$1,258.90
4. Year 4: \$1,309.26
5. Year 5: \$1,361.63