

SUBLEASE AGREEMENT

This Sublease Agreement (the "Sublease") is made and entered into as of the 1st day of _____, 2023 (the "Commencement Date"), by and between the **Board of Trustees of the Endowment Fund of Western Carolina University**, a body politic existing under the laws of the State of North Carolina, with a place of business at 501 HF Robinson Administration Building, Cullowhee, NC 28723 ("Sublessor"), and the **County of Jackson**, a body politic and subdivision of the State of North Carolina, 401 Grindstaff Cove Rd, Sylva, NC 28779 ("Sublessee", and, together with Sublessor, the "Parties").

Sublessor controls the Subleased Premises described below. Sublessee provides Emergency Management Services for Jackson County. Sublessor agrees to provide to Sublessee certain space on the Subleased Premises for Sublessee's Equipment under the terms and conditions below to enable Sublessee to operate on the frequency(ies) specified as of the Commencement Date in the License(s) for Sublessee's Equipment, as those terms are defined below.

Description of the Subleased Premises ("Subleased Premises" or "Premises"): See Exhibit "A" attached.

Description of the Sublessee's equipment ("Communications Equipment" or "Equipment") to be located on the Leased Premises, including the frequencies specified in the Sublessee's License(s), as that term is defined below: See Exhibit "B" attached.

Description of the area of the Subleased Premises upon which Sublessee's Equipment will be located: See Exhibit "C" attached.

1. Definitions. Terms not elsewhere defined herein are as follows:
 - 1.1 "ANSI" shall mean the American National Standards Institute.
 - 1.2 "FAA" shall mean the Federal Aviation Administration.
 - 1.3 "FCC" shall mean the Federal Communications Commission.
 - 1.4 "License" shall mean a station license, registration, or other authorization as issued by the FCC.
 - 1.5 "RF" shall mean Radio Frequency.

2. Demise of Subleased Premises. Sublessor hereby subleases unto the Sublessee the facilities and spaces described in Exhibit "C" attached. Sublessor shall have the sole right during the term of this Sublease a) to determine the location of the spaces described in the attached Exhibit "C", b) to approve or decline the size, type and quality of the Equipment (including any and all changes to grounding and electrical connections) and to approve or

decline, in advance, any repairs or replacements or changes, and c) to require the Sublessee to take whatever action is necessary to eliminate objectionable interference by the Equipment with that of Sublessor's.

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

4. Term, Termination, and Rental Payment Commencement. The term of this Sublease shall be for a period of twenty-five (25) year(s) to commence on the Commencement Date. The Sublease Base Rentals payments set forth in Section 8 shall commence and come due on the Commencement Date. As used herein, the term "Lease Year" shall mean the twelve-month period beginning on the first day of _____ of one year and ending on the last day of _____ of the following year.

5. Condition of Premises Upon Termination. Within ninety (90) days of the expiration of the Term, the earlier termination of this Sublease, or the termination of any month-to-month tenancy (the "Removal Period"), Sublessee shall surrender the Premises in as good condition as at the Commencement Date, reasonable use and wear by the elements excepted. The Communications Equipment and other apparatus installed by Sublessee shall remain the property of Sublessee and shall be removed from the Premises at Sublessee's own expense without damage or injury to the Premises, the Tower or any other property of Sublessor. Subject to Section 6, if Sublessee fails to remove the Communications Equipment by the end of the Removal Period, Sublessor may upon 30 days prior written notice elect to enter upon and repossess the Premises, and any personal property of Sublessee may be removed from the Premises and stored in any public warehouse at the sole risk and expense of Sublessee. Sublessee hereby waives all claims arising from Sublessor's re-entering and taking possession of the Premises and removing and storing the property of Sublessee as permitted under this Sublease and will save and hold Sublessor harmless from all losses, costs or damages occasioned Sublessor thereby. No such reentry shall be considered or construed to be a forcible entry by Sublessor. Sublessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Sublessee being dispossessed for any cause, or in the event of Sublessor obtaining possession of the Premises, by reason of the violation by Sublessee of any of the terms, covenants or conditions of this Sublease, or otherwise.

6. Holding Over. If the Sublessee remains in possession after the expiration of the then current term without the execution of a new sublease, the Sublessee shall not acquire any right, title or interest in or to the Premises. In such event, the Sublessee shall occupy the Premises as a tenant from year-to-year and shall otherwise be subject to all of the conditions, provisions and obligations of this Sublease.

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

8. Rentals. The Sublessee shall pay Sublease payments to Sublessor at the rate of \$10 per Lease year, which shall be designated the "Base Rentals." The first Base Rental shall be due and payable in one (1) installment of \$10, due no later than the last day of the month of the Commencement Date, with subsequent Base Rentals due and payable in one (1) installment of \$10, each due on the first of the month of the Commencement Date. Rentals shall be paid to Vice Chancellor for Administration and Finance, Western Carolina University, 460 HFR Administration Building, Cullowhee, NC 28723 or at such other place as may be designated by Lessor in a notice delivered pursuant to Section 27 hereunder.

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, by the Parties in advance. The Sublessee shall pay all costs of all such Modifications.

9.2 Any Modifications including all work in or to the Premises or Equipment shall be performed by qualified contractors approved of in advance by Sublessor (which approval of contractors shall not be unreasonably withheld). Sublessor reserves the right, in its sole discretion, to refuse to permit any person or company to work on the Premises or Equipment.

9.3 Sublessor shall not reposition or authorize any repositioning of any of the Equipment, including but not limited to transmitter and transmission lines for the Equipment, without prior written notice to the Sublessee. The Sublessee shall not make any changes in, or additions to, the Equipment without Sublessor's prior written approval.

9.4 The Sublessee will be responsible for the payment of electrical service to their equipment and the on-going electrical service charges related thereof.

10. Additions, Alterations, Changes and Improvements. The Sublessee shall not make any additions, alterations, changes or improvements, structural or otherwise, in or to the Premises without Sublessor's prior written consent, with the decision regarding whether to grant such consent to be made in Sublessor's sole discretion. If such consent is given, all such alterations, changes and improvements shall be promptly made in a workmanlike manner, promptly paid for, allowing no liens to attach either to the Premises or to the Sublessee's interest therein.

11. Repairs. Sublessor shall have no obligation to make any repairs or replacements or to perform any maintenance on the Equipment. The Sublessee alone shall bear all costs and responsibility for the installation, construction, modification, alteration, upkeep and repair of all the Sublessee's property and Equipment. The Sublessor shall be solely responsible for all maintenance, upkeep and oversight of the Premises leased hereunder, except for any additions, alterations, changes or improvements made pursuant to Section 10 above, for which Sublessee shall be solely responsible throughout the Term.

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

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

13.1 So long as the Sublessee is not in material breach hereof, the Sublessee 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, the Sublessee shall provide prior written notice to Sublessor of the Sublessee's access requirements at least two business days prior to any access.

13.2 Sublessor shall have access to the Premises leased hereunder at all times.

13.3 Sublessor and Sublessee agree to cooperate in implementing FCC rules, regulations and policies which protect humans from excessive RF radiation. Toward that end, the parties hereto shall use reasonable efforts to obtain the cooperation of all parties on the Premises whenever access is required in proximity to the Sublessee's antenna. Whenever Sublessee has been notified in advance of such need for access, the Sublessee shall take action, per FCC/ANSI guidelines, to temporarily reduce or terminate the RF energy emanating from the Sublessee's antenna.

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

13.5 The Sublessee shall not pay and the Sublessee 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. The Sublessee shall not permit its operation hereunder to interfere with the use of the Premises by Sublessor or by any third party. Similarly, it is understood and agreed that the Sublessee shall have comparable protection from interference by any party whose facilities shall be constructed, be installed or commence operations upon the Premises subsequent to this Sublease. 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 the Sublessee's construction or most current modification, to the maximum extent permitted under FCC rules and regulations the Sublessee shall not bear any responsibility or cost of any claim or complaint by said party for either interference or blockage, if Sublessor and the Sublessee jointly determine, or independent engineering analysis shows, that the Sublessee's

equipment is properly installed and is properly functioning per the terms of this Sublease and FCC/FAA Regulations.

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

16. Assignment or Subletting. The Sublessee shall not have the right to assign the Sublease or to sublet the Premises in whole or in part, without the prior written consent of Sublessor, with the decision regarding whether to grant such consent to be made in Sublessor's sole discretion.

17. Taxes and Assessments. The Sublessee shall timely list the Equipment for taxes and shall pay all tax assessments of whatever kind or nature assessed against the Equipment, if any. 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, the Sublessee shall be responsible for payment of such tax.

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

19. Hazardous Materials.

A. Sublessee will not be responsible for damage, loss, or expense resulting from (i) the existence on the Tower or Property of any Hazardous Material (defined below) generated, stored, disposed of, or transported to or over the Tower or Property prior to the Effective Date, or (ii) any Hazardous Material that is generated, stored, disposed of, or transported to or over the Tower or Property by Sublessor, or its officers, employers or agents, or any third party subsequent to the Effective Date. In this regard, it is specifically agreed that in carrying out the planning, construction, and/or operation of the Premises, Sublessee is not acting as the agent of Sublessor. The Premises are leased on an as-is/where-is basis.

B. To the extent allowed by law, Sublessee agrees to indemnify Sublessor and hold Sublessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys' and experts' fees) and claims of any and

every kind of whatsoever paid, incurred, suffered by, or asserted against Sublessor with respect to, or as a direct or indirect result of; (i) the violation of any Environmental Laws (defined below) applicable to the Premises, to the extent that such violation occurred subsequent to the Effective Date and is caused by the activities of Sublessee, including Sublessee's agents or employees, or (ii) the violation of any of the Environmental Laws by Sublessee in connection with any other surrounding property owned by Sublessor, subsequent to the Effective Date, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws.

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

20. Insurance.

A. Commercial General Liability Insurance. During the Term, Sublessee shall maintain, or cause to be maintained, in full force and effect and at its own expense, commercial general liability insurance covering bodily injury and property damage liability with limits of coverage of Two Million Dollars (\$2,000,000.00) per occurrence, Four Million Dollars (\$4,000,000.00) products/completed operations aggregate and Four Million Dollars (\$4,000,000.00) general aggregate as protection against all liability claims occurring on or about the Subleased Premises arising out of Sublessee's use and occupancy of the Subleased Premises. Sublessor shall be included as an additional insured as their interests may appear under this Agreement on said policy. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent the Lessor in any and all litigation.

B. Insurance During Construction:

(a) Contractor's Commercial General Liability and Business Automobile Liability Insurance. Sublessee shall procure and maintain, and/or shall require each contractor entering into a construction contract for the construction and/or installation of additions, alterations, changes or improvements on the Premises to procure and maintain substantially the same coverage as required of Sublessee, a form (i) commercial general public liability insurance written on ISO form or its substantial equivalent, at its own cost and expense, during the duration of such contractor's construction contract, in the amount of \$1,000,000.00 per occurrence for bodily injury and property damage liability and \$1,000,000.00 general aggregate including contractual liability, products/ completed operations, and where applicable, XCU (explosion collapse and underground property damage), where applicable, and (ii) commercial automobile liability insurance covering all owned, hired and non-owned vehicles for limits of \$1,000,000.00 combined single limit each accident for bodily injury and property damage. Such policies shall include Sublessee and Sublessor as additional insureds as their interests may appear under the Agreement by blanket additional insured endorsement as respects this Agreement. Upon receipt of notice from its insurer(s) Sublessee shall use commercially reasonable efforts to provide Sublessor at least thirty (30) days' prior notice of cancellation of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Sublessee and Sublessor with respect to each contractor entering into a construction contract before any access to the Premises may occur and/or any work may begin.

(b) Contractor's Workers Compensation Insurance. Sublessee shall procure and maintain, and/or shall require each contractor entering into a contract for the construction and/or installation of any additions, alterations, changes or improvements on the Premises to procure and maintain, statutory worker's compensation and employer's liability insurance during the term of its construction contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (i) \$1,000,000.00 each accident-bodily injury by disease, (ii) \$1,000,000.00 policy limit-bodily injury by accident and (iii) \$1,000,000.00 each disease-bodily injury by disease.

C. Insurance Policies. Sublessee agrees to maintain its insurance coverage required by this Sublease. One time every five (5) years if, in the opinion of the insurance broker retained by Sublessor and Sublessee, the liability insurance is not adequate, Sublessee shall increase the insurance coverage as required by the insurance broker if such increase in coverage is in accord with the then prevailing requirements in the relevant industry and community for the Premises. Certificates of insurance shall be delivered to Sublessor at the effective date of the relevant policy (the "Effective Date") and the Commencement Date, as applicable, and renewal certificates shall be delivered with the expiration of the term of each such policy. All such policies maintained by Sublessee shall be purchased only from insurers who are eligible to do business in the State of North Carolina, comply with the requirements thereof, and who carry A.M. Best Company rating of A minus-VII."

21. Default.

21.1 Each and every one and all of the following events shall constitute an Event of a Default:

- a) if the Sublessee files a petition in bankruptcy or insolvency or for reorganization 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 shall be instituted against the Sublessee, or if a receiver or trustee shall be appointed for all or substantially all of the property of the Sublessee;
- c) if the Sublessee fails to pay any sum due from it in strict accordance with the provisions of this Sublease, and does not make the payment within 10 days after receipt of written notice thereof.
- d) if the Sublessee fails to fully perform and comply with each and every condition and covenant of this Sublease Agreement, and such failure of performance continues for a period of 30 days after notice thereof;
- e) if the Sublessee vacates or abandons the Premises;
- f) if the interest of the Sublessee is assigned except as expressly herein permitted;
- g) if operation of the Equipment causes interference prohibited by Section 14 above, and the interference is not cured within thirty (30) days of its receipt of written notice from Sublessor.

21.2. Upon the occurrence of any Event of Default above, Sublessor shall have the right:

- a) to cancel and terminate this Sublease Agreement and all interests of the Sublessee 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 the damages the Sublessee owes to Sublessor); and/or
- b) to reenter the Premises immediately, remove the property of the Sublessee and store such property at the expense of the Sublessee. After such reentry, Sublessor shall have the right to terminate this Sublease by giving 10 days notice of termination to the Sublessee, but without such notice, the reentry by Sublessor shall not terminate this Sublease; and/or

- c) to recover from the Sublessee all damages resulting from the Sublessee's breach, including the cost of recovery of the Premises and placing the Premises in satisfactory condition, together with the value of the balance of this Sublease over the reasonable rental value of the Premises for the remainder of the Term, all of which sums shall be immediately payable to Sublessor from Sublessee; and/or
- d) to relet the Premises or any part thereof for any term, with or without terminating the Sublease, and at such rentals and on such other terms as Sublessor may elect. Sublessor shall apply the rent received from reletting in the following order: (1) to expenses of reletting; (2) to sums due from the Sublessee other than sums denominated in Section 8 above as Base Rentals; (3) to sums denominated as Base Rentals in Section 8 above previously due; and (4) to sums which were to become due in the future; and/or
- e) to accelerate the Base Rentals with or without entry; and/or
- f) to exercise all other rights and remedies provided by law.

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

22. Termination. This Sublease may be terminated a) upon Default hereunder as defined in Section 21, b) if the Sublessee is prevented or substantially hindered through no fault of the Sublessee, 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 the Sublessee delivered at the end of such 15 day period, c) upon 30 days written notice, delivered within 21 days after the date of execution hereof, if the Sublessee in good faith determines the Premises leased do not reasonably satisfy the Sublessee's site requirements or determines that it will be required to pay unreasonable costs for construction or alteration of the Premises obstruction lighting or Equipment, d) Sublessee loses its FCC license, and 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 Sublessor 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 the Sublessee.

23. Waiver. No failure by either party to exercise any rights hereunder shall be deemed a waiver of the right to subsequently exercise the same nor deemed to be a waiver of any other rights provided hereunder.

24. Law Applicable. This Sublease 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.

25. Legal Costs. The defaulting party shall reimburse the non-defaulting party, upon order by a court of competent jurisdiction within the State of North Carolina, for any reasonable out of pocket costs or expenses incurred in connection with any breach by the defaulting party or the occurrence of any Event of Default under this Sublease. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

Notwithstanding the foregoing, the Sublessor may not maintain any action or effect any remedies for default against the Sublessee unless and until the Sublessee has failed to cure the same within the time periods provided in Section 21.

26. 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 both Parties.

27. 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 Sublessor: Vice Chancellor for Administration and Finance
Western Carolina University
460 HFR Administration Building
Cullowhee, NC 28723
Tel: (828) 227-7321
Email: mtbyers@wcu.email.edu

With copy to: General Counsel
520 HFR Administration Building
Cullowhee, NC 28723
(828) 227-7116

To Sublessee: Jackson County Manager
401 Grindstaff Cove Road
Suite A207
Sylva, NC 28779
Tel: 828-631-2295
Email: jacksoncomgr@jacksonnc.org

28. Sale of Premises. If Sublessor should sell or otherwise transfer its interest in the Premises, then Sublessor shall have no further liability hereunder provided that the successor thereof shall have assumed all of the rights and obligations hereunder. The Sublessee shall thereafter look solely to the new owner for subsequent performance hereof.

29. Interest. All sums due to be paid by the Sublessee which are not paid when due shall bear interest from the due date to the date of payment at the rate of eight percent (8%) per annum.

30. Entire Understanding. This Sublease Agreement, including the exhibits referenced herein, contain the entire understanding and agreement of Sublessor and the Sublessee with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than expressly set forth herein. The Sublease supersedes all prior agreements and undertakings between Sublessor and the Sublessee with respect to its subject matter.

31. Modification. No modification of this Sublease Agreement shall be effective unless contained in a writing executed by authorized representatives of Sublessor and Sublessee.

32. Acknowledgment and Certification.

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

33. Email; Counterparts. This Agreement may be executed by email transmission and in counterparts, each of which shall constitute an original but together will constitute a single document.

[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.

SUBLESSOR: BOARD OF TRUSTEES OF THE
ENDOWMENT FUND OF
WESTERN CAROLINA UNIVERSITY

By: _____

Printed Name: Michael T. Byers
Title: Vice Chancellor for Administration
and Finance

APPROVED AS TO FORM

By: _____

Shea Browning
University Counsel

SUBLEESSEE: COUNTY OF JACKSON

By: _____

Name: Mark A. Letson
Title: Chairman, Jackson County Commissioners

ATTEST:

By: _____

Name: Angela M. Winchester
Title: Clerk to the Jackson County Commissioners

EXHIBIT "A"

Building & Tower Location

Building & Tower are located at 641 West Cliff Rd. Cullowhee, NC 28723
Approximate GPS Coordinates are 35.234 N -83.175 W

Building & Tower Location

Building & Tower are located at 641 West Cliff Rd. Cullowhee, NC 28723
Approximate GPS coordinates are 35.234 N -83.175 W



EXHIBIT "B"

Lease Agreement – State of NC (WCU) and Jackson County

Tower Mounted Equipment & Location

Antenna - Manufacturer's specifications

Antenna Description: RUGGED COLLINEAR ANTENNA
Operating Frequency: 450-512 MHz
Offset: N/A
Manufacturer: TELEWAVE
Model: ANT480F2
Length: 42"
Diameter: 2.75"
Weight: 9 lb
Maximum Windload: 200 MPH / 150 MPH W/ 0.5" ICE
Polarization: OMNIDIRECTIONAL
Azimuth Patterns: N/A

Antenna Location & Position on Tower

Elevation (above ground level): TOP: ATN HT/ TP 51.8 METERS / 170'
Elevation (above ground level): Center: N/A
Elevation (above ground level): Bottom: N/A
Position (leg location): Side: 1 ANTENNA ON EACH LEG OF TOWER AT THE ABOVE NOTED HEIGHT (TOTAL OF 3)

Transmission Line

Total Length: 250' EACH TOTAL OF 3
Manufacturer: COMMSCOPE
Model/Type: HELIAX AVA COAXIAL
Weight: 0.289 lb/ft
Diameter: 7/8"
Minimum Bend Radius: SINGLE BEND 5"

Transmission Line Location & Route on Tower

Building Exit: Existing Coax Grounding Panel
Route: Ice Bridge to Tower
Hangers: YES
Grounding: (2 required) BOTTOM OF TOWER / ENTRY OF BUILDING TO BUILDING GROUND

Building Equipment & Requirements

Transmitter

Manufacturer: KENWOOD (3) TOTAL
Model: NXR-810
Power Output (RF): 45 WATTS
Dimensions: 19"W x 3-1/2"H x 13-1/3"d
Weight: 21.4 lbs.
Ambient Temperature: ? OPERATING TEMP -22°F to +140°F

Lessee Equipment in Building

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EXHIBIT "C"

Lease Agreement – State of NC (WCU) and Jackson County

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.

- 1- OPEN CHASIS RELAY STYLE 84" RACK
- 2- 3 - KENWOOD NXR-810 REPEATERS
- 3- 3 - TX/RX UHF DUPLEXERS
- 4- 3 - 40 AMP POWERSUPPLIES
- 5- 3 - 100 WATT POWER AMPLIFIERS
- 6- 1 - TRIPP-LITE SURGE PROTECTION POWERSTRIP
- 7- 3 - COAXIAL FLANGE ARRESTORS (ON BULKHEAD COAX AT ENTRYPORT OF BUILDING INSIDE)