

STATE OF NORTH CAROLINA

GUILFORD COUNTY

**ANTENNA SPACE LEASE AGREEMENT ON TOWER AT:  
5501 Centerfield Rd.,  
Summerfield, North Carolina**

THIS ANTENNA SPACE LEASE AGREEMENT ("Lease Agreement") is hereby made, entered into, and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**LESSOR**," and **T-MOBILE SOUTH, LLC**, a Delaware corporation, hereinafter referred to as the "**LESSEE**," and also collectively referred to as the "Parties."

WHEREAS, according to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR antenna space on the existing tower located at 5501 Centerfield Rd, Summerfield, North Carolina ("Property"), consisting of an antenna docking station at the 260' level of the County Antenna, 157 square feet of land, and reasonably necessary lines, cables, fixtures and associated equipment, and shown on **Exhibit A**, which is attached hereto, together with access as stated below, and situated in Guilford County. Specific details of the extent of space for antennas, wiring, and all associated equipment are as shown on **Exhibit A-1** and may not differ without prior written approval.

NOW, THEREFORE, the Parties agree to the following terms and conditions regarding lease of the subject Property, which shall be used solely for the installation, operation and maintenance of communication purposes:

**1. Contract Term.** The term of this Lease Agreement shall be for five (5) years, beginning on November 15, 2016, and ending on November 14, 2021.

**2. Renewal.** This Lease Agreement expires on the expiration date of the terms stated above, but it is understood that both parties, if not in default hereunder, shall have the option to mutually renew this Lease Agreement for up to two (2) additional five (5) year periods, provided that each party notifies the other in writing of their intention to renew at least ninety (90) days prior to expiration of the current Lease Agreement term.

**3. Rental Payment.** The annual rental amount under this Lease Agreement shall be Fifty-Three Thousand One Hundred Forty-Five and 55/100 Dollars (**\$53,145.55**) ("Annual License Fee"), payable on the commencement date of this Lease Agreement and payable on the first day of each one-year term.

Thereafter, the Annual License Fee for each renewal term will increase in the amount of 10% on the commencement date of each renewal term.

Years 1 - 5 –11/15/2016 – 11/14/2021 \$53,145.55 X 5 = \$265,727.75

**GUILFORD COUNTY CONTRACT NO. 66067-12/15-203**  
**SPRINTCOM, INC. Site ID: GB25XC025**

If the Lease Agreement term is renewed by future Contract Amendment(s) being entered into by the Parties, the annual rental amounts will be:

Years 6 - 10 – 11/15/2021 – 11/14/2026 - \$58,460.11 X 5 years = \$292,300.53;  
and,

Years 11 - 15 - 11/15/2026 – 11/14/2031 - \$64,306.12 X 5 years = \$312,530.60.

Payment shall be paid to LESSOR (GUILFORD COUNTY) by LESSEE at the address for the GUILFORD COUNTY Facilities and Property Management Department shown in Paragraph No. 4 herein. The required rental payments shall be made by LESSEE to GUILFORD COUNTY (LESSOR) without demand.

**4. Notices.** Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Lease Agreement shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to LESSOR: Attention: Marty K. Lawing  
Guilford County Manager  
GUILFORD COUNTY  
301 West Market Street, 2<sup>nd</sup> Floor  
Greensboro, N.C. 27401

with a copy to:                   Attention: Robert McNiece  
Guilford County Director of Facilities and Property  
301 West Market Street, 4<sup>th</sup> Floor  
Greensboro, N.C. 27401

Notices to LESSEE: T-Mobile South LLC  
Site ID: 5GB0045  
12920 SE 38th Street  
Bellevue, WA 98006

with a copy to: T-Mobile USA, Inc.  
Attn: Lease Compliance/5GB0045  
12920 SE 38th Street  
Bellevue, WA 98006

**5. Termination.** This Lease Agreement may be canceled by LESSEE with one hundred eighty (180) day notice prior written notice to LESSOR. If LESSEE wishes to terminate the Lease, a Termination Fee, equal to the sum of the next three (3) years planned rent for the property shall be immediately due to the LESSOR from the LESSEE at the time the LESSEE wishes to terminate the Lease. If at any time during the Lease Agreement LESSOR elects to demolish the tower or sell the Property, Lessor may terminate this Lease Agreement by providing

twelve (12) months prior written notice to LESSEE of LESSOR's intent to terminate. Should either Party breach the Contract, this Lease Agreement may be terminated within ninety (90) days of notice of such breach and lack of correction by the offending Party.

**6. Title.** LESSOR warrants that LESSOR is seized of good and for marketable title to the Property and has the full power and authority to enter into and execute this Lease Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title to the Property that would prevent LESSEE using the Property for the uses intended by LESSEE as hereinafter set forth in this Lease Agreement.

**7. Inspections.** LESSOR shall permit LESSEE during the Lease Agreement, and any extension thereof, free ingress and egress to the Property by LESSEE and its employees, agents and contractors to conduct structural strength analyses, subsurface boring tests, radio frequency tests and such other tests, investigations and similar activities as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the surrounding property to conduct such tests, investigations and similar activities. LESSEE shall indemnify and hold LESSOR harmless against any loss or damage for personal injury and physical damage to the Property, or LESSOR's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities. LESSEE must notify LESSOR within at least twenty-four (24) hours prior to said inspection.

**8. Surveys.** LESSOR also hereby grants to LESSEE the right to survey the Property and LESSOR's surrounding property or portion thereof, and the legal description of the Property, attached hereto and made a part hereof as **Exhibit A**.

**9. Utility Services.** LESSOR shall cooperate with LESSEE in LESSEE's effort to obtain utility services along the access right-of-way contained in the Property by signing such documents or easements as may be required by the utility companies. In the event any utility company is unable to use the aforementioned right of way, LESSOR hereby agrees to grant an additional right of way either to LESSEE or to the utility company at no cost to LESSEE or the utility company. All costs associated with installation, operation and maintenance of the LESSEE's communication equipment, including utility costs, shall be the sole responsibility of the LESSEE.

**10. LESSOR'S Repairs.** LESSOR will make, at its expense, all necessary repairs and replacement, as well as alterations required by any governmental authority having jurisdiction in and to the antenna, unless the required repairs, replacement, or alterations are substantially required for the LESSEE's communication equipment located on the antenna and if so, the LESSEE shall make, at its expense, all necessary repairs, replacements, and alterations as required.

**11. LESSEE Repairs.** LESSEE shall maintain in good state of repair and in good operating condition its antenna and transmitting and other equipment, all on accordance with good

engineering practices and applicable governmental rules and regulations. In the event inspection, maintenance or repairs to LESSEE's antenna and equipment are required, LESSEE shall use qualified technicians and submit for LESSOR's approval the names of the technicians and contractors proposed to make necessary ascents and descents of LESSOR's antenna.

**12. Interference.** LESSOR and LESSEE shall at all times exercise reasonable care and judgment to prevent damage to the services of the other. LESSEE will cause its engineers to verify by frequency search that its signal will not interfere with the radiating or receiving facilities of LESSOR or others as of the date of execution of this Lease Agreement. The LESSEE agrees that the LESSEE's equipment, its installation, operation and maintenance will not interfere with the operation of the LESSOR's radio equipment on said Tower. LESSEE further agrees that it will supply LESSOR with a twenty-four (24) hour phone number and contact person, so that in the event that the LESSEE's equipment interferes with the operation of emergency communications, the LESSEE will be notified. Upon notification of said interference by LESSOR, LESSEE will either cure the interference or disable its equipment within a two (2) hour period of time. LESSOR and LESSEE will then exercise their efforts to diligently resolve such problems. In the event LESSEE is unsuccessful in its efforts to repair the problem after a reasonable time (but not more than 120 days), the LESSOR may terminate this Lease Agreement without further liability to LESSEE.

**13. Lease of Property.** LESSOR hereby leases to LESSEE the Property, which Lease Agreement includes the grant of a nonexclusive right and easement during the term of this Lease Agreement for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along the twenty foot (20') wide right of way extending from the nearest public right of way to the Property, as such right-of-way is shown on **Exhibit A-1** hereto (the Right-of-Way). The LESSEE will be located at the 260 foot level.

**14. Use.** LESSEE shall use the Property for the purpose of constructing, maintaining and operating a communications facility with a maximum of six (6) antennas and uses incidental thereto, which facility may consist of such buildings as are necessary to house telecommunications equipment and for related office space, a free standing monopole structure, as described in **Exhibit A-1** attached hereto and made a part hereof, and all necessary appurtenances (collectively, the Communications Facility).

**15. Governmental Approvals.** LESSOR shall cooperate with LESSEE in its effort to obtain and maintain in effect all certificates, permits, licenses and other approvals required by governmental authorities for LESSEE's use of the Property. The obligations of LESSOR as set forth herein with respect to governmental approvals shall continue throughout the term of this Lease Agreement. If at any time during the term of this Lease Agreement, LESSEE is unable to use the Property for a Communications Facility in the manner intended by LESSEE due to imposed zoning conditions or requirements, or in the event that after the exercise of the Option, any necessary certificate, permit, license or approval is finally rejected or any previously issued certificate, permit, license or approval is canceled, expires, lapses, or is otherwise withdrawn or terminated by the applicable governmental authority, or soil boring tests or radio frequency

propagation tests are found to be unsatisfactory so that LESSEE, in its sole discretion, will be unable to use the Property for a Communications Facility in the manner intended by LESSEE, LESSEE shall have the right to terminate this Lease Agreement by written notice to LESSOR and all rentals paid to LESSOR prior to the termination date shall be retained by LESSOR. Upon such termination, this Lease Agreement shall become null and void and LESSOR and LESSEE shall have no other further obligations to each other, other than LESSEE's obligation to remove its property as hereinafter provided.

**16. Indemnification.** LESSEE shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by LESSEE or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents.

**17. Insurance.** LESSEE shall procure and maintain liability insurance at a minimum level:

**Workers Compensation:** LESSOR agrees to maintain coverage to apply to all employees for statutory limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

**Commercial General Liability:** The LESSEE does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

**Business Auto Policy:** LESSEE does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

GUILFORD COUNTY shall be named as an additional insured on LESSEE's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. LESSEE will also secure its general liability insurance from an A rated insurance company acceptable to the COUNTY.

Upon entering into this Agreement, LESSEE will provide Certificates of Insurance for meeting the required insurance provisions. **The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."**

Original insurance policies or certified copies of policies may be required by the COUNTY (LESSOR) at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date.

**18. Taxes.** LESSEE shall be responsible for making any necessary returns for and paying any and all other property taxes separately levied or assessed against the improvements constructed by LESSEE on the Property. LESSEE shall reimburse LESSOR, as additional rent, for any increase in ad valorem real estate taxes levied against the Property which are directly attributable to the improvements constructed by LESSEE on the Property and are not separately levied or assessed by the taxing authorities against LESSEE or the improvements of LESSEE. LESSOR shall pay all other ad valorem real property taxes levied against the Property on or before the date such taxes become delinquent.

**19. Removal of Improvements.** Title to all improvements constructed or installed by LESSEE on the property shall remain in LESSEE, and all improvements constructed or installed by LESSEE shall at all times remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property by LESSEE and restore the Property to its original condition, reasonable wear and tear excepted.

**20. Sale of Property.** If LESSOR, at any time during the initial or any extended term of this Lease Agreement, decides to sell the Property, or all or any part of LESSOR's surrounding property, to a purchaser other than LESSEE, such sale shall be subject to this Lease Agreement and LESSEE's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of LESSOR's surrounding property for the installation, operation or maintenance of other communications facilities if, in LESSEE's sole judgment, such installation, operation or maintenance would interfere with the Communications Facility.

**21. Quiet Enjoyment.** LESSOR covenants that LESSEE, on paying the rental and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

**22. Assignment.** This Lease Agreement may be sold, assigned or transferred at any time by LESSEE to LESSEE's parent company or any affiliate or subsidiary of LESSEE or its parent company, to any successor entity with or into which LESSEE is sold, merged or consolidated, or to any entity resulting from a reorganization of LESSEE or its parent company or to any third party agreeing to be subject to the terms hereof, should be by mutual consent not unreasonably withheld, any third party should be subject to LESSOR approval. Otherwise, this Lease Agreement may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. LESSEE may sublease the Property, but will provide notice to LESSOR of the sublease.

**23. Condemnation.** If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and LESSEE as of that date. Any lesser condemnation shall in no way

affect the respective rights and obligations of LESSOR and LESSEE hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect LESSEE's right to an award of compensation from any condemnation proceeding for the taking of LESSEE's leasehold interest hereunder or for the taking of LESSEE's improvements, fixtures, equipment, and personal property.

**24. Subordination.** At LESSOR's option, this Lease Agreement shall be subordinate to any deed to secure debt or mortgage by LESSOR which now or hereafter may encumber the Property provided that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with LESSEE, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LESSOR's interest in the Property, such holder shall recognize and confirm the validity and existence of this Lease Agreement and the rights of LESSEE hereunder, and this Lease Agreement shall continue in full force and LESSEE shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Lease Agreement as long as LESSEE is not in default of this Lease Agreement beyond applicable notice and cure periods. LESSEE shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LESSOR, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to LESSEE a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

**25. Title Insurance.** LESSEE, at LESSEE's option, may obtain title insurance on the Property. LESSOR, at LESSOR's expense, shall cooperate with LESSEE's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide requested documentation within thirty (30) days of LESSEE's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Lease Agreement, LESSEE, at LESSEE's option, may withhold and accrue the monthly rental until such time as all such documentation is received by LESSEE.

**26. Hazardous Substances.** LESSOR shall hold LESSEE harmless from and indemnify LESSEE against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on under or around the Property as long as hazardous substances were not generated, stored, disposed of or transported to, on under or around the Property by LESSEE or its employees, agents or contractors. LESSEE shall hold LESSOR harmless from and indemnify LESSOR against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of LESSEE's use of the Property. For purposes of this Lease Agreement, hazardous substances shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard

affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. Hazardous Substance Law means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

**27. Opportunity to Cure.** If LESSEE shall fail to pay any rental or other amounts payable under this Lease Agreement when due, or if LESSEE should fail to perform any other of the covenants, terms or conditions of this Lease Agreement, prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a thirty (30) day period to cure such failure (if the failure to pay rental or any other sum of money under this Lease Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Lease Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, LESSEE shall be afforded a reasonable period of time to cure the failure provided that LESSEE promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. If the LESSEE fails to cure the failure within a reasonable time period, all payments due for the remaining existing term or extension thereof shall become due and payable immediately as liquidated damages for default.

**28. Governing Law.** This Lease Agreement shall be governed and interpreted by and construed in accordance with, the laws of the State in which the Property is located.

**29. Binding Effect.** This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LESSOR and LESSEE and shall constitute covenants running with the land.

**30. Miscellaneous.** This Lease Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Lease Agreement is executed. The headings, captions and numbers in this Lease Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease Agreement. Wherever appropriate in this Lease Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE; and no verbal or oral agreements, promise statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR or LESSEE. This Lease Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.



**31. Survival.** The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

**32. Co-location.** LESSEE acknowledges that LESSOR shall have the right to grant additional telecommunications carriers on the Communications Facility, provided such additional equipment shall not interfere with LESSEE's equipment or the Communications Facility nor interfere with the radiating or receiving facilities of LESSEE.

**33. Disclaimer of Warranties/Assumption of Risk.** LESSEE acknowledges that it is entirely responsible for determining the suitability of the Land for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to the suitability of the Land, assumes all risks related to the Land's current and future suitability, and disclaims any duty on the part of LESSOR, or LESSOR's agents or employees, to inform LESSEE of facts relevant to the suitability of the Land. In the event that the Land is, or at any time becomes unsuitable for LESSEE's purposes, LESSEE's sole remedy is to discontinue farming on the Property and cancel this Lease Agreement. **GUILFORD COUNTY (LESSOR) DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**34. Severability.** If any provision of this Lease Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease Agreement shall remain in full force and effect.

**35. Headings/Titles/Wording.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Lease Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Lease Agreement. The terms "Contract" and "Lease Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

**36. Entire Agreement.** This Lease Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Lease Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease Agreement shall not be modified except by a writing subscribed to by all the Parties.

**37. Jurisdiction.** The Parties agree that this Lease Agreement is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated by reference as **Exhibit B**.

**38. Iran Divestment Act of 2015.** Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract

therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

(The remainder of this page is intentionally left blank.  
This Lease Agreement continues on the following page.)

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:

**GUILFORD COUNTY**

\_\_\_\_\_  
Guilford County Clerk to Board

\_\_\_\_\_  
Marty K. Lawing  
Guilford County Manager

(COUNTY SEAL)

Date: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

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\_\_\_\_\_  
Guilford County Finance Director

ATTEST:

**T-MOBILE SOUTH LLC**

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Description of Property**

**LEGAL DESCRIPTION**

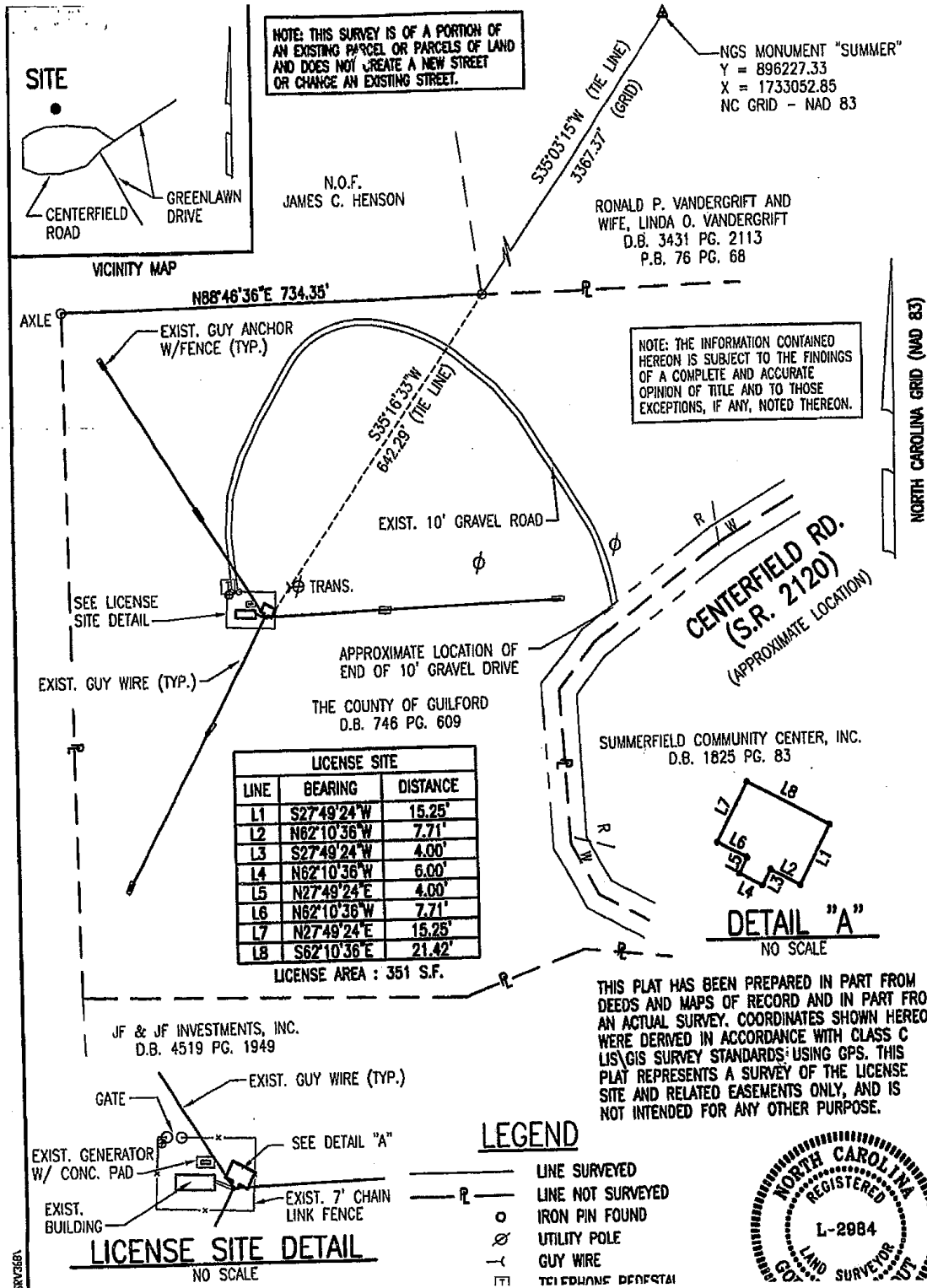
BEING the area shown and delineated as the "License Site" on the License Exhibit of Site 174-147A prepared for BellSouth Carolinas PCS, L.P. by ARCADIS Geraghty & Miller, dated May 5, 1999, and attached hereto and made a part hereof ("License Exhibit"), such License Site being a portion of the real property of The County of Guilford, as such real property is described in that certain deed recorded in Book 746, Page 609, Guilford County Registry, North Carolina.

TOGETHER WITH an existing ten foot (10') soil drive for access to existing guy tower site from Centerfield Road and as shown and delineated as the "Exist. 10' Gravel Road", together with right of access from the entry gate of said tower site to the License Site described in Detail "A" on the License Exhibit.

TOGETHER WITH a utility easement across the lands of the Licensor in a location reasonably designated by the Licensee, or the utility provider installing the service, so as to provide electrical service to the License Site sufficient to operate the improvements of Licensee on the License Site.

TOGETHER WITH a nonexclusive right and easement for ingress and egress at all times, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes, and equipment, over, under, or along the existing entrance(s), driveway(s), parking area(s), wires, tower, elevator(s), stairway(s), landscaped area(s), and open area(s) located on the property of which the License Site is a part extending to and from the License Site as described above to and from the adjoining public right of way, as such adjoining public right of way is shown and designated on the License Exhibit.

EXHIBIT A-1  
Communications Facility



STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

**EXHIBIT B  
AFFIDAVIT REGARDING E-VERIFY**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of **T-Mobile South, LLC** (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_\_; or,
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Affix Official/Notarial Seal)