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REGULAR MEETING

January 3, 2012

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Tuesday, January 3, 2012, at 6:20 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Sue Weimar  
 Janice McKenzie Cole, Vice Chair Tammy Miller-White  
 Mack E. Nixon Edward R. Muzzulin

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, Interim County Manager Hackney High, County Attorney  
 Mary Hunnicutt, Clerk to the Board

After the Chairman called the meeting to order, Commissioner Miller-White gave the invocation and the Chairman led the Pledge of Allegiance.

**AGENDA**

The Agenda, as amended, was unanimously approved on motion made by Edward R. Muzzulin, seconded by Mack E. Nixon.

**CONSENT AGENDA**

The following items were considered to be routine and were unanimously approved on motion made by Sue Weimar, seconded by Janice McKenzie Cole.

1. **Approval of Minutes:** December 5, 2011 Regular Meeting

2. **Approval of Tax Refunds:**

**PERQUIMANS COUNTY TAX RELEASES:**

➤ **Baxley, Steven Leonard** .....\$113.43  
 Active duty military. Account Number: 8082686.

3. **Personnel Matters**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Paula Cartwright	IMC III Lead Worker	Promotion	65/4	\$31,182	1/1/2012
Michael E. Sawyer	IMC II	Promotion	63/1	\$26,530	1/1/2012

4. **Budget Amendments:**

**BUDGET AMENDMENT NO. 12  
 GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-690-966	Trailblazers Contribution	975	
10-335-000	Miscellaneous	975	

**EXPLANATION:** To budget for expense to install nine Fitness Stations at the Recreation Center.

**BUDGET AMENDMENT NO. 13  
 GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-420-041	Tower Consultant Fees	8,000	
10-399-000	Fund Balance Appropriated	8,000	

**EXPLANATION:** To budget refund balances of funds received by County in 2010 to cover potential costs associated with Consulting Fees for review & evaluation of application for Telecommunications Facility Co-location for towers.

**BUDGET AMENDMENT NO. 14  
 GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-335-000	Miscellaneous	1,100	
10-690-921	Juvenile Detention	1,100	

**EXPLANATION:** To budget for November, 2011 Juvenile Detention charges from N.C. Department of Juvenile Justice & Delinquency Prevention.

5. **Board Appointment:**

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Robert Trivette	Perquimans JCPC – District Judge	Appointment	1 yrs.	1/1/2012
Carlton Davenport	Economic Development Commission	Reappointment	2 yrs.	1/1/2012
Dr. Gregory Howell	EMS Medical Director	Resignation		12/1/2011
Dr. Samantha Furia	EMS Medical Director	Appointment	Unlimited	12/1/2011
Edward R. Muzzulin	Tourism Development Board	Reappointment	2 yrs.	2/1/2012
Dorothy Hodges	Tourism Development Board	Resignation		2/1/2012
Roberts, A.O.	Agricultural Advisory Board - Farm Bureau	Reappointment	3 yrs.	2/1/2012
Moore, Michael	Agricultural Advisory Board - FSA	Reappointment	3 yrs.	2/1/2012
Perry, Gene	Agricultural Advisory Board - Hertford	Reappointment	3 yrs.	2/1/2012
Chappell, Laurence	Agricultural Advisory Board - New Hope	Reappointment	3 yrs.	2/1/2012

**HOWARD NICHOLS, PRINCIPAL, THE MOORINGS OF ALBEMARLE**

Mr. Nichols, along with Derrick Smith, came to give their annual update for the CUD-10-01(a) & CUD-10-01(b) for the Moorings of Albemarle. In his letter to the Board of Commissioners, he cited the following accomplishments in 2011:

- In January, The Moorings retained Tom Hinson, PG, LSS or CPEC Environmental, Inc. (Morehead City, NC) as its Soils Engineer of Record. A Soils Study began in February of this year. The Study outlined the majority of soils in the cleared areas into 2-Classes of Roanoke Soils, one having a Sandy Substratum (Suitable) and the other having a Clayey Substratum (Unsuitable). All of the Roanoke Soils have massive, clayey subsoil. However, the "suitable" Roanoke soils become sandy at approximately 36" below ground surface (bgs) and the "unsuitable" Roanoke soils are clayey to > 60" bgs. The Sandy Substratum areas are located adjacent the intersection of Muddy Creek Road, Cross Neck Road and Hoyle Jones Road and include approximately 28.5 acres. Mr. Nichols presented the Board with a copy of their Preliminary Soils Study Map. Yeopim Soils (Suitable) were discovered in the northern portion of the property adjacent the existing Branch (along the Mallory Estate Property line), these soils are generally known as "better soils" for waste water disposal, but only include 1.42 acres and are surrounded by 404 Wetlands. The main concerns related to the Yeopim Soils are the required

setbacks that about 404 wetlands and the amount of area we have to work with. The Roanoke-Sandy Substratum areas become the better choice for Waste Water Disposal and could offer a more environmentally friendly disposal option. Currently A Wet-season Water Table Monitoring Study has begun and is expected to run through April 2012. This Study is focused on the 28.5 acres mentioned above and will be used to help determine the loading rate. This Study is being monitored by Albemarle Regional Health Department, as well as the State.

- Kendall E. Gaskins, PLS of Gaskins Land Surveying, P.A. (Vanceboro, NC 28586) will remain as the Surveyor of Record. They are currently working to finalize the Topographic Survey and working with CPEC to locate monitoring wells already in place as part of the Wet-season Water Table Monitoring Study.
- As a result of the Soils Study from this spring, East Carolina Consulting, PLLC (ECC) began the process of fine-tuning the Subdivision Layout to utilize the better choice for Waste Water Disposal areas, which will offer the most environmentally friendly disposal option. As part of the Wet-season Water Table Monitoring Study, a Preliminary Drainage design has begun. This design will be finalized after the results of the study and as a part of the overall construction plans that are required to County and NCDENR (State) approvals. He presented a revised Site Plan.
- A digital copy of this plan has been sent to NCDOT, District-1 (Elizabeth City, NC) for their preliminary review.
- A detailed plan has been sent to the US Army Corp of Engineers for their preliminary review of the two (2) proposed 404 wetland crossings located in the northern section of the development.

Mr. Nichols informed the Board that Derrick Smith, Engineer, had taken a position with another engineering firm in Greenville, NC but will continue to remain as the Engineer of Record for this project as well as other ECC projects. Mr. Nichols will take over the day to day operations of this project and will serve as the Project Manager. The Chairman thanked Mr. Nichols for his update and asked the Board if they had any questions. The following questions were asked:

- **Interim County Manager, Frank Heath:** Mr. Heath asked Mr. Nichols to review the changes that were made to Attachment B – Revised Site Plan. Mr. Nichols did.
- **Chairman Hobbs:** Mr. Hobbs asked if they were designing a spray field. Mr. Nichols said that they were designing a drip system.
- **Commissioner Nixon:** Mr. Nixon asked if he had success with the drip system in other areas. Mr. Nichols said that he had.
- **Commissioner Muzzulin:** Mr. Muzzulin asked if these two areas were taking up all the space involved or did he have some backup areas. Mr. Nichols said that they do have backup areas. He further stated that the area is set up like a checkerboard so that they will have repair areas if needed.
- **Commissioner Nixon:** Mr. Nixon asked about the projected time of construction. Mr. Nichols said that the Sewer Study will end in April. He feels that it will be another year before starting construction.

### HOMERIA JENNETTE, TELECOMMUNICATIONS

Ms. Jennette presented her monthly report.

### SUSAN CHANEY, SOCIAL SERVICES DEPARTMENT

Ms. Chaney presented her monthly report. Commissioner Weimar asked what the requirements to become foster parents were. Ms. Chaney said that they are to contact Yolanda Hall at the DSS Office but Ms. Chaney will get the information to Ms. Weimar. They are beginning classes soon. Commissioner Miller-White asked how Ms. Chaney gets the information out to the public about this process. Ms. Chaney said that she passes out flyers, puts ad in paper, and by word of mouth. Ms. Miller-White suggested using the county's website to link to the information. Commissioner Cole asked for some flyers. Ms. Chaney said that she would get some to her.

### FRANK HEATH, TAX ADMINISTRATOR

Mr. Heath presented his monthly report.

### COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

**Chairman Hobbs:** Mr. Hobbs said that the Coastal Resource Commission is seeking nominations for the Coastal Resource Commission that needs to be made by January 15<sup>th</sup>. Currently, Lester Simpson is on this Commission. The two openings are for an at-large representative and Engineering representative. The Commission: (a) provides oversight for implementation of the State's coastal program; (b) creates policies and rules governing land use planning, beach access and development in designated areas of environmental concern; and (c) hears permit appeals and requests for variances from coastal management rules. The Board will think about this and try to get the information to Interim County Manager Heath before the 15<sup>th</sup>.

**Commissioner Cole:** Ms. Cole explained that East Carolina Behavioral Health has appointed Lisa Wainwright as their new director.

### UPDATES

Interim County Manager Heath updated the Board on the following projects:

#### Water System Projects:

- **Bethel Water Treatment Plant:** Interim County Manager Heath reported that the final findings of the Bethel RO Project will be presented by Bill Diehl to the Water Committee at their January meeting. The costs estimates should be ready sometime in February.
- **Pasquotank Water Connection:** The Chapanoke Road Property Plat and Lease Agreement has been executed and recorded in the Register of Deeds' Office.

**Jail Project:** Commissioner Muzzulin highlighted several items from his report: (1) There are 66 Federal inmates at Albemarle District Jail; (2) They have received the compiled Financial Statement dated November 30, 2011 and budget through the end of the year was provided from Donna Winborne, CPA – Douglas A. Hollowell PC for review. A copy is available for any commissioner on request; (3) The annual audit report was provided from Dowdy & Osborne and is available to any commissioner on request. No major issues were found; (4) The ADJ Tactical Team Policy was reviewed and approved; (5) They have not heard anything from Chowan County that they want to join with the Albemarle District Jail; and (6) The two open/frozen Reception positions have been converted to two unfrozen Transportation position. This is due to the increase in transports as well as vacations/sick time. No impact on the budget is expected this year. Commissioner Nixon asked Commissioner Cole if the legislation regarding prisoners charged with misdemeanors being housed in the county jail was passed. She said that it was effective January 1, 2012. This should make a difference in the number of residents at the Albemarle District Jail.

**Sewer Project:** Interim County Manager Heath explained that the Minzie Creek Sewer District Representative will be here at the January 23<sup>rd</sup> Work Session to discuss the plans for financing the project improvements. Mr. Heath has asked County Attorney High to do some research on the matter and give the Board an opinion on the County's ultimate financial responsibility. After they present their information, County Attorney High will present a recommendation. The Minzie Creek Sewer District Public Hearing will be held on January 31<sup>st</sup>. Commissioner Muzzulin asked are the "customers/freeholders" the 669 tax paying lots or the 92 currently connected lots? Interim County Manager Heath said that they are still trying to iron out this question. Obviously, Minzie Creek would like to say existing customers. They are still trying to determine if "freeholders" means all lots in the sections or just current customers. Commissioner Nixon said that, years ago when we were researching this matter, the County Attorney at that time felt that, on the legal side of it, the County would be responsible to provide sewer service to all the vacant lots. Mr. High stated that typically the owners of the lots should be given to opportunity to provide sewer to all the lots at this time. This was not an official opinion because he would need to do more research on the matter. Chairman Hobbs said that they will need 51% of the "customers" to approve the Minzie Creek Sewer District. Mr. Heath said that some of the owners will be difficult to contact.

### WATER PURCHASE CONTRACT – PASQUOTANK COUNTY

Interim County Manager Heath said that there was no new information on the Water Purchase Contract with Pasquotank County. Mr. Heath attended the December Pasquotank Water Committee meeting and they were still trying to working out some details. Commissioner Nixon said that he talked with John Gregory, Pasquotank County Water Department, and he told Mr. Nixon that it would be about the end of February or the first of March. No action taken at this time.

**ALBEMARLE JAIL SETTLEMENT STATUS**

Interim County Manager Heath presented the proposed settlement to the Albemarle District Jail lawsuit in the amount of \$2,625,000. Perquimans County's part is 21% which equals \$551,250. County Attorney High said that he had received a message from Pasquotank County's attorney verifying that this item was on our Agenda tonight. He further stated that there is an ongoing discussion between Pasquotank County and Camden County but that does not affect Perquimans County's part. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved these settlement conditions and the following Budget Amendment No. 15:

**BUDGET AMENDMENT NO. 15  
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	551,250	
10-690-922	Jail Settlement	551,250	
<b>EXPLANATION:</b> This represents Perquimans' 21% share of the \$2,625,000 jail settlement with N.C. Monroe Construction Company.			

**ALBEMARLE ELECTRIC MEMBERSHIP CORPORATION (AEMC) RADIO TOWER LEASE AGREEMENT**

Interim County Manager Heath stated that he had been contacted by Zach Bray of AEMC regarding the leasing of a spot on our tower. He explained the sample lease and the requirements that the County would need to do. Mr. Heath and County Attorney High have reviewed the original agreement, made changes, and are presenting the revised agreement for Board consideration. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board approved the following Lease Agreement and authorized Interim County Manager Heath to execute this Agreement with AEMC:

Lessee Site ID:

**COMMUNICATIONS SITE LEASE AGREEMENT (GROUND AND TOWER)**

This COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between Perquimans County, a body politic and corporate of the State of North Carolina, P.O. Box 45, Hertford, NC 27944 ("Lessor"), and \_\_\_\_\_, a \_\_\_\_\_, with an address of \_\_\_\_\_ ("Lessee").

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Land.** Lessor is the owner of certain land (the "Land") located in the County of Perquimans, State of North Carolina, commonly known as \_\_\_\_\_ and is more particularly described in Exhibit A annexed hereto. Lessor hereby leases to Lessee and Lessee leases from Lessor: (a) equipment building space, as defined on Exhibit D, within the County's existing equipment building and all access and utility easements, if any, and (b) antenna space located at 340 feet AGL upon the Tower (as defined in Paragraph 6(d) of this Agreement) (collectively, the "Premises") as described in Exhibit B annexed hereto.

**2. Effective Date/Due Diligence Period.** This Agreement shall be effective on the date of full execution hereof by both parties ("Effective Date"). Beginning on the Effective Date and continuing until the Commencement Date as defined in Paragraph 3 below (hereinafter said period of time is referred to as the "Due Diligence Period"), Lessee shall be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, soil test borings and other reasonable tests (collectively, "Investigations and Tests") that Lessee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Land and Premises. In the event that Lessee determines, during the Due Diligence Period, that the Premises are not appropriate for Lessee's intended use, or the Land is not suitable for construction of the Tower, or if for any other reason, or no reason, Lessee decides not to commence its tenancy of the Premises, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Land during this Due Diligence Period shall be for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Commencement Date.

**3. Term.** The initial term of this Agreement shall be five (5) years commencing \_\_\_\_\_, 2011 ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date unless otherwise terminated as provided herein. Lessee shall have the right to extend the initial term for five (5) additional and successive five (5) year periods (each, a "Renewal Term") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew One Hundred Eighty (180) days prior to commencement of the succeeding Renewal Term. For purposes of this Agreement, the word "Term" shall refer to the initial term and all applicable Renewal Terms.

**4. Rent.**

(a) Except as otherwise provided in Paragraph 20 below, within thirty (15) days after the Commencement Date, and on or before each anniversary of the Commencement Date thereafter, Lessee shall pay as annual rent Eight Thousand Four Hundred and 00/100 Dollars (\$8,400.00), plus applicable sales tax, if any ("Rent"). On each anniversary of the Commencement Date, the annual Rent for the second year and each succeeding year shall be increased by the greater of: (i) the annual rent for the preceding year multiplied by 1.03; or (ii) the annual Rent determined by the following formula:

$$\text{Renewal Rent} = (\text{Current Rent}) + ((\text{IR}-\text{IL})/\text{IL} \times \text{Current Rent})$$

Definitions:

"IR" is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

"IL" is the Consumer Price Index for the month which is the same month as the IR index published twelve (12) months earlier than the IR index.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as Lessor and Lessee may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the Lessee.

Rent shall be payable to Lessor's Site Manager, CityScape Consultants, Inc., at 7050 W. Palmetto Park Rd., #15-652, Boca Raton, FL 33433. Upon agreement of the parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor's Site Manager agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

**5. Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises, but this Agreement shall not constitute or in any way be deemed to be a development and/or permit or any entitlement thereof.

## 6. Facilities; Utilities; Access.

(a) Lessee has the right to erect, maintain, operate, replace, remove, add to and upgrade on the Premises facilities necessary or desirable for the operation of radio and wireless telecommunications services, including without limitation, utility lines, transmission lines, air conditioned equipment shelter(s), electronic equipment, transmitting and receiving antennas and microwave dishes, a generator and power source for the generator, and other similar supporting equipment and structures therefore ("Lessee Facilities"). In connection therewith, Lessee has the right to do all work reasonably necessary to prepare, maintain and alter the Premises for Lessee's business operations and to install transmission lines connecting its antennas on the Tower to the equipment located within the equipment building/ground space portion of the Premises. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. All of Lessee's Facilities shall remain Lessee's personal property. Lessee has the right to remove the Lessee Facilities at its sole expense at any time during the Term of this Agreement, and Lessee shall repair any damage to the Premises caused by such removal. Within ninety (90) days after the expiration or earlier termination of this Agreement, Lessee shall remove the Lessee Facilities from the Property.

(b) Lessee shall pay for the electricity it consumes in its operations at the rate charged by the servicing utility company. Lessee shall have the right to draw electricity and other utilities from the existing utilities on the Land or obtain separate utility service from any utility company that will provide service to the Land (including a standby power generator for Lessee's exclusive use). Lessor agrees to sign such documents or easements as may be reasonably required by said utility companies to provide such service to the Premises, including the grant to Lessee or to the servicing utility company at no cost to the Lessee, of an easement in, over across or through the Land as required by such servicing utility company to provide utility services as provided herein providing that the easement does not interfere with Lessor's use of the Land. Any easements necessary for such power or other utilities will be at locations reasonably acceptable to Lessor and the servicing utility company.

(c) Lessee, and Lessee's employees, agents, contractors and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, at no charge. Lessor grants to Lessee, and Lessee's agents, employees, contractors and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress from a public roadway across that portion of the Land described in Exhibit B.

(d) Lessor shall maintain all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow pedestrian and vehicular access at all times under normal weather conditions. Lessor shall be responsible for maintaining and repairing such roadways, at its sole expense, except for any damage caused by Lessee's use of such roadways.

Lessee shall use the Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of an equipment cabinet(s), as necessary now or in the future, to shelter its telecommunications equipment to meet Lessee's telecommunications needs and all necessary connecting appurtenances (sometimes collectively referred to herein as "Lessee's System") and further described in Exhibit "B" attached hereto. Tenant's antennas shall be installed on the Lessor's monopole tower (the "Tower") at an approximate height of 340 feet AGL. The number of equipment cabinets necessary to meet Lessee's current and anticipated future needs is shown on the site plan attached hereto as Exhibit "B." Although Lessee may not initially install all of its telecommunications equipment and appurtenances shown on said site plan, Lessee shall have the right to make all such installations as described in Exhibit "D" herein. Lessee may not replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion not described in Exhibit "D" without prior approval from the Lessor; provided however, Lessee shall not have the right to make any installations outside the boundaries of the Property without obtaining the Lessor's prior written consent, and, provided further, if Lessee desires to install additional equipment cabinets not contemplated by the site plan attached hereto as Exhibit "B," then Lessee must obtain the Lessor's prior consent (which consent shall not be unreasonably withheld, delayed or conditioned so long as the additional equipment cabinets will be installed within the boundaries of the Premises)

Notwithstanding anything in this Agreement to the contrary, Lessor cannot and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as same relate to governmental regulations of general applicability which may govern the Property and Tower, any improvements thereon, or any operations thereon. Nothing in this Agreement shall be deemed to create an affirmative duty of Lessor to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, and state laws and regulations. In addition, nothing herein shall be considered zoning by contract.

The Lessor reserves the right to, at any time during the lease, install or have installed other antennas for government usage. Any and all future co-locators shall provide to the Lessor an intermodulation study to evaluate prior to authorization to install. All antennas shall be placed at an elevation as to provide the most effective use and with such approval not unreasonably withheld; provided, however, the County's or other antennas shall not interfere with Lessee's operations on the Premises.

Lessee shall supply at the time of execution of this Agreement all transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to Lessee for use on the Premises and the Tower, which shall be disclosed on Exhibit "D" hereto. Notwithstanding the designation of frequencies per this paragraph, Lessee shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) Lessee provides Lessor with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2 of this Agreement and (iii) Lessee is licensed by the FCC to use such frequencies.

Lessee shall furnish, to its unmanned equipment shelter, electric service for the operation of Lessee's telecommunications equipment. Lessee shall be solely liable for electricity expenses relating to its installation and equipment. Lessee's electrical service shall be separately metered, and Lessee shall be responsible for all costs associated with metering, including the cost of installing any meter.

Lessee shall submit all required applications for permits to the applicable City and/or County departments for review and approval and required fees. Lessee will be responsible for making any necessary returns for and paying any and all personal property taxes separately levied or assessed against its improvements on the Premises. Lessee shall reimburse Lessor, as additional rent, its proportionate share of any increase in real estate taxes levied against the Land in excess of the taxes due for the previous years' real estate taxes on the real property in which the Premises is a part and against Lessee's improvements by the taxing authorities.

Lessee, upon termination of this Agreement, shall, within ninety (90) days, remove its personal property and fixtures and restore the Premises to its original condition as of the Commencement Date, reasonable wear and tear excepted. At Lessor's option, when this Agreement is terminated and upon Lessor's advance written notice to Lessee, Lessee will leave the equipment slab to become property of Lessor. If such time for removal causes Lessee to remain on the property after termination of this Agreement, Lessee shall pay rent at the then ending monthly rate or on the existing monthly pro rate basis, if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee. Lessee shall, within twenty (20) days following receipt of notice from Lessor of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which Lessor permits Lessee to perform on the Premises shall be deemed to be for the use and benefit of Lessor by reason of its consent to such work. Lessor shall have the right to post notices that it is not responsible for payment for any such work.

Lessor hereby agrees that, if because of Lessee's operations on the Premises, any laws or regulations of the Federal Aviation Administration ("FAA"), FCC or any other relevant governmental agency or body require or recommend that Lessee's antennas and/or the Tower be lit and/or marked, Lessee shall install and maintain any required lighting and markings. In no event, however, shall Lessee be responsible for the installation or maintenance of any lighting or markings required by the operations of the Lessor, or any other tenant on the Tower. Lessor will permit Lessee access to all portions of the Tower that Lessee may need in order to check and replace such required or recommended lighting or markings.

## 7. Interference.

(a) Lessee shall operate the Lessee Facilities in a manner that will not cause harmful interference which is measurable in accordance with then existing industry standards to the equipment of Lessor and other lessees or licensees of the Land, provided that the equipment in question predates that of the Lessee Facilities. In the event such interference occurs, Lessee agrees to take all reasonable steps necessary to eliminate such interference, in a reasonable time period, using the FCC's Wireless Bureau's *Best Practices Guide*. All operations by Lessee shall be in compliance with all Federal Communications Commission ("FCC") requirements.

(b) Subsequent to the Effective Date, Lessee will resolve technical interference problems with other equipment located at the Premises on the commencement of this Agreement or any equipment that becomes attached to the Premises at any future date when Lessee desires to add additional equipment to the Premises. Likewise, Lessor will not permit the installation of any future equipment, upgrades or enhancements by others which result in technical interference problems with Lessee's then existing equipment or encroaches onto the Premises. Lessee represents and warrants that it shall operate its equipment and in accordance with all applicable laws and regulations, including, specifically, 47 C.F.R. §22.371 and 47 C.F.R. §73.1692.

(c) The parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 7 and therefore, either party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

8. Taxes. If ad valorem taxes are assessed, Lessee shall pay any portion of such taxes directly attributable to the Lessee Facilities. Lessor shall pay all real property taxes, assessments and deferred taxes on the Land and Tower. The parties recognize that the Lessor, a \_\_\_\_\_ Municipality, is a tax-exempt entity. Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to ad valorem taxes for which Lessee is responsible under this Agreement within thirty (30) days of receipt of the same by Lessor. Lessee shall have

no obligation to make payment of any ad valorem taxes until Lessee has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any ad valorem tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Agreement. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to ad valorem taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

**9. Waiver of Lessor's Lien.**

(a) Lessor waives any lien rights it may have concerning the Lessee Facilities, which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Lessor's consent.

(b) Lessor acknowledges that Lessee has entered into or may enter into a financing arrangement including promissory notes and financial and security agreements for the financing of the Lessee Facilities (the "Collateral") with a third party financing entity (and may in the future enter into additional financing arrangements with other financing entities). In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral, as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings.

**10. Termination.** This Agreement may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, except that this Agreement shall not be terminated if the default cannot reasonably be cured within such sixty (60) day period and the defaulting party has commenced to cure the default within such sixty (60) day period and diligently pursues the cure to completion; provided that the grace period for any monetary default is fifteen (15) days from receipt of written notice; or (ii) by Lessee if it does not obtain or maintain (due to no cause or fault of its own) any license, permit or other approval necessary for the construction and operation of the Lessee Facilities; or (iii) by Lessee if Lessee is unable to occupy and utilize the Premises due to an action of the FCC, including without limitation, a take back of channels or change in frequencies (due to no cause or fault of its own); or (iv) by Lessee if any environmental report for the Land reveals the presence of any Hazardous Material after the Commencement Date (due to no cause or fault of its own); or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for technological reasons that could not have been reasonably anticipated on the commencement date, including, without limitation, signal interference; or (vi) by Lessee if the Lessor fails to deliver to Lessee an executed memorandum of agreement or non-disturbance and attornment agreement pursuant to Paragraphs 19(g) and (h) below.

**11. Destruction or Condemnation.** If the Tower, Premises or Lessee Facilities are damaged, destroyed, condemned or transferred in lieu of condemnation (due to no cause or fault of its own), Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises.

**12. Insurance.**

(a) Lessee, at Lessee's sole cost and expense, shall procure and maintain commercial general liability ("CGL") insurance covering bodily injury and property damage with a combined single limit of at least One Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Subject to the standard exclusions and limitations of CGL policies, such insurance shall insure, on an occurrence basis, against all liability of Lessee, its employees and agents arising out of or in connection with Lessee's use of the Premises, all as provided for herein. Within thirty (30) days following the Effective Date, Lessee shall provide Lessor with a certificate of insurance ("COI") evidencing the coverage required by this Paragraph 12. Alternatively, Lessee shall have the option of providing Lessor with evidence of such coverage electronically by providing to Lessor a Uniform Resource Locator ("URL") Link to access Lessee's memorandum of insurance ("MOI") website in order for Lessor to review the coverage required by this Paragraph 12.

(b) The Lessor shall be named as an additional insured on the Lessee's CGL policy.

**13. Waiver of Subrogation and Consequential Damages.** Lessor and Lessee each hereby waives and releases any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Tower, the Premises or the Land, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by either party. These waivers and releases shall apply between the parties and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by either party concerning the Tower, the Premises or the Land shall waive the insurer's right of subrogation against the other party. Further, neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

**14. Liability and Indemnity.** To the extent permitted by law, Lessor and Lessee shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying party's breach of any term or condition of this Agreement or from the negligence or willful misconduct of the indemnifying party, or its agents, employees or contractors in or about the Land or Premises. The indemnity obligations of Lessor shall be subject to the limitations of liability set forth in Section \_\_\_\_\_, North Carolina State Statutes, as applicable. The provisions of this Paragraph 14 shall apply as of the Effective Date of this Agreement and survive expiration or earlier termination of this Agreement.

**15. Assignment and Subletting.** Lessee may not assign, or otherwise transfer all or any part of its interest in this Agreement or in the Premises without the prior written consent of Lessor (which consent shall not be unreasonably withheld, delayed or conditioned); provided, however, that this Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder. Upon assignment and written notice being presented to the Lessor, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of Lessee's obligations herein. Lessor may assign this Agreement, which assignment may be evidenced by written notice to Lessee within a reasonable period of time thereafter, provided that the assignee assumes all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 9 ("Waiver of Lessor's Lien") above. This Agreement shall run with the Premises and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without consent by the Lessor its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof; provided that written notice shall be provided to Lessor.

**16. Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Land in fee simple, has rights of access thereto and the Land is free and clear of all liens, encumbrances and restrictions; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises.

**17. Repairs.** Lessee shall not be required to make any repairs to the Tower, Premises or Land unless such repairs shall be necessitated by reason of the default or neglect of Lessee, or are caused by Lessee (however, Lessee is not responsible to repair any damage to the Tower or Land that is covered by the waiver contained in Paragraph 13 above). Except as set forth in Paragraph 6 (a) above, upon expiration or termination hereof, Lessee shall restore the Premises to the condition in which it existed upon execution hereof, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted. Lessor shall keep the Tower and Land in good repair and condition during the Term of this Agreement.

**18. Hazardous Material.**

(a) Lessee hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Land in violation of any Environmental Law (as defined below). Lessor hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Land in violation of any Environmental Law; (ii) no notice has been received by or on behalf of Lessor from, and Lessor has no knowledge that notice has been given to any predecessor owner or operator of the Land by, any governmental entity or any person or entity claiming any violation of, or requiring compliance with any Environmental Law for any environmental damage (or the presence of any Hazardous Material) in, on, under, upon or affecting the Land; and (iii) it will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Land in violation of any Environmental Law.

(b) To the extent permitted by law, Lessor and Lessee shall each indemnify, defend and hold the other harmless from and against all Losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 18 by such party; and/or (ii) environmental conditions or noncompliance with any Environmental Law (as defined below) that result, in the case of Lessee, from operations in or about the Premises by Lessee or Lessee's agents, employees or contractors, and in the case of Lessor, from the ownership or

control of, or operations in or about, the Land by Lessor or Lessor's agents, employees or contractors. The provisions of this Paragraph 18 shall apply as of the Effective Date of this Agreement and survive expiration or earlier termination of this Agreement.

(c) "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

(d) "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

19. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

Perquimans County, a body politic and corporate of the State of North Carolina
P.O. Box 45
Hertford, NC 27944
Attn:
Phone:
Fax:

Lessee:

Phone:
Fax:

With copies to:

CityScape Consultants, Inc.
7050 W Palmetto Park Rd. #15-652
Boca Raton, FL 33433
Attn: Contract Administration

County Attorney:

\_\_\_\_\_
\_\_\_\_\_

With copies to:

(e) Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery.

(f) This Agreement shall be governed by the laws of the State of North Carolina. Venue for any action arising from this Agreement shall be in the Judicial Courts in and for Perquimans County, North Carolina. Each party hereto waives the right to trial by jury of any dispute arising from this Agreement.

(g) Lessor acknowledges that a Memorandum of Agreement in the form annexed hereto as Exhibit C will be recorded by Lessee in the official records of Perquimans County, North Carolina.

(h) In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees to obtain and furnish Lessee a non-disturbance and attornment instrument, using a form reasonably acceptable to Lessee, for each such mortgage or deed of trust.

(i) Lessee may obtain title insurance on its interest in the Premises at its reasonable cost. Lessor shall cooperate by executing documentation required by the title insurance company.

(j) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(k) All Riders and Exhibits annexed hereto form material parts of this Agreement.

(l) Both parties represent and warrant that their use of the Premises and their personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

(m) Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not constitute a waiver of such rights, but said party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

(n) Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

(o) In the event of any breach or default by either party, the other party shall be entitled to all rights and remedies provided for in this Agreement and/or available at law, in equity, by statute or otherwise, all of which rights and remedies shall be cumulative (and not exclusive).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

LESSOR:

Perquimans County, North Carolina

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

LESSEE:

\_\_\_\_\_

By: \_\_\_\_\_
Name: \_\_\_\_\_
Title: \_\_\_\_\_
Date: \_\_\_\_\_

Witnesses for Lessor:

\_\_\_\_\_
Print Name: \_\_\_\_\_
\_\_\_\_\_
Print Name: \_\_\_\_\_

Witnesses for Lessee:

\_\_\_\_\_
Print Name: \_\_\_\_\_
\_\_\_\_\_
Print Name: \_\_\_\_\_

EXHIBIT A
DESCRIPTION OF LAND

To the Agreement dated \_\_\_\_\_, 2011, by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

LESSOR'S LAND

EXHIBIT B
DESCRIPTION OF PREMISES

To the Agreement dated \_\_\_\_\_, 2011, by and between by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO (INCLUDING LOCATION OF TOWER ON LESSOR'S LAND)**

**LESSEE'S GROUND/EQUIPMENT BUILDING SPACE**

**LESSEE'S INGRESS/EGRESS EASEMENT**

**A DEPICTION OF THE PREMISES IS ATTACHED HERETO**

**EXHIBIT C**

To the Agreement dated \_\_\_\_\_, 2011, by and between by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

**RECORDED AT REQUEST OF, AND WHEN RECORDED RETURN TO:**

**MEMORANDUM OF AGREEMENT**

Lessee Site ID: \_\_\_\_\_

This MEMORANDUM OF AGREEMENT is entered into on \_\_\_\_\_, 2011, by and between Perquimans County, a body politic and corporate of the State of North Carolina, with an address P.O. Box 45, Hertford, NC 27944 (hereinafter referred to as "Owner" or "Lessor") and \_\_\_\_\_, a \_\_\_\_\_, with an address \_\_\_\_\_ (hereinafter referred to as "Lessee").

1. Owner and Lessee entered into a Communications Site Lease Agreement (Ground and Tower) ("Agreement") dated as of \_\_\_\_\_, 2011, effective upon full execution of the parties ("Effective Date") for the purpose of Lessee undertaking certain Investigations and Tests and, upon finding the Land appropriate, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Lessee's tenancy under the Agreement is for five (5) years commencing \_\_\_\_\_, 2011 ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date, with five (5) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit A annexed hereto. The Premises being leased by Lessee are described in Exhibit B annexed hereto.

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

**LESSOR:**

**LESSEE:**

County of: \_\_\_\_\_

\_\_\_\_\_

By: EXHIBIT ONLY - DO NOT EXECUTE

By: EXHIBIT ONLY - DO NOT EXECUTE

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ as the \_\_\_\_\_ for Perquimans County, a body politic and corporate of the State of North Carolina, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. \_\_\_\_\_ (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2011, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_ as the \_\_\_\_\_ for \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. \_\_\_\_\_ (SEAL)

Notary Public

My commission expires: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT**

**EXHIBIT A**

**DESCRIPTION OF LAND**

To the Agreement dated \_\_\_\_\_, 2011, by and between by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**A WRITTEN DESCRIPTION OF THE LAND WILL BE PRESENTED HERE OR ATTACHED HERETO**

**MEMORANDUM OF AGREEMENT**

**EXHIBIT B**

**DESCRIPTION OF PREMISES**

To the Agreement dated \_\_\_\_\_, 2011, by and between by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

The Premises are described and/or depicted as follows:

**A DRAWING OF THE PREMISES WILL BE PRESENTED HERE OR ATTACHED HERETO**

**EXHIBIT D**

To the Agreement dated \_\_\_\_\_, 2011, by and between by and between Perquimans County, a body politic and corporate of the State of North Carolina, as Lessor, and \_\_\_\_\_, a \_\_\_\_\_, as Lessee.

**EQUIPMENT**

One (1) antenna; DB-264 type VHF antenna with 7/8" coax cable; mounted on a 2ft side arm bracket.  
Repeater to be mounted in enclosed 30" tall cabinet or mounted in an open rack inside shelter in existing County equipment building.

**FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY**

**Transmit frequencies:**

**Receive frequencies:**

**VISION RETREAT**

Since a couple of our Commissioners and our Interim County Manager have not attended a Vision Retreat, Chairman Hobbs contacted Charlie Lacefield to see if he was available to hold another Vision Retreat this January or February. Mr. Lacefield told Mr. Hobbs that he was available the last two weeks of January and all of February. The cost will be the same as last time – zero dollars. Commissioner Nixon requested that we only hold two sessions. Commissioner Weimar asked if Mr. Lacefield could bring some information that was discussed at the last meeting. After discussing the dates available, the Board would like to meet on January 28<sup>th</sup> from 8:00 a.m. to 12:00 noon and possibly on February 18<sup>th</sup> from 8:00 a.m. to 12:00 noon. Interim County Manager will send out an e-mail confirming these dates after Mr. Hobbs talks with Mr. Lacefield.

**JOINT MEETING WITH SCHOOL BOARD REGARDING ENERGY EFFICIENCY CONTRACTS**

Interim County Manager Heath said that the School Board would like to meet with the Commission in the Commissioners Room at 5:30 p.m. prior to their February 6<sup>th</sup> meeting for an Energy Efficiency Contract discussion. Commissioner Nixon asked if the Board could receive some of the information prior to the meeting so that they would have time to review it. Also, Commissioner Tammy Miller-White would like the names of other counties that have implemented this program. It was the consensus of the Board to meet with the Board of Education on February 6, 2012 at 5:30 p.m. in the Commissioners Room.

**PUBLIC COMMENTS**

There were no public comments or questions.

**ADJOURNMENT**

There being no further business to discuss, the Regular Meeting was adjourned by the Chairman at 7:50 p.m.

\_\_\_\_\_  
Benjamin C. Hobbs, Chairman

\_\_\_\_\_  
Clerk to the Board

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