

**THE ERWIN BOARD OF COMMISSIONERS  
JULY 2023 REGULAR WORKSHOP  
MONDAY, JULY 24, 2023 @ 6:00 P.M.  
ERWIN MUNICIPAL BUILDING BOARDROOM**

**AGENDA**

1. **MEETING CALLED TO ORDER**
  - A. Invocation
  - B. Pledge of Allegiance
  
2. **AGENDA ADJUSTMENTS /APPROVAL OF AGENDA**
  
3. **NEW BUSINESS**
  - A. All-Way Stop Sign **(Page 2)**
  - B. Pump Station Road Preliminary Plat **(Page 8)**
  - C. Erwin Fire and Rescue MOU **(Page 18)**
  - D. Renewal of SRO MOU **(Page 19)**
  - E. American Tower **(Page 20)**
  - F. Al Woodall Park Parking **(Page 91)**
  - G. Barn quilt **(Page 94)**
  - H. Bench Donation Program **(Page 97)**
  - I. West K Street **(Page 99)**
  - J. SU-2023-003 **(Page 100)**
  - K. SU-2023-004 **(Page 113)**
  - L. VAR-2023-001 **(Page 122)**
  
4. **MANAGER'S REPORT**
  
5. **GOVERNING COMMENTS**
  
6. **ADJOURNMENT**

**ERWIN BOARD OF COMMISSIONERS**  
**REGULAR WORKSHOP MINUTES**  
**JULY 24, 2023**  
**ERWIN, NORTH CAROLINA**

The Board of Commissioners for the Town of Erwin with Mayor Randy Baker presiding held its Regular Workshop in the Erwin Municipal Building Board Room on Monday, July 24, 2023, at 6:00 P.M. in Erwin, North Carolina.

Board Members present were: Mayor Randy Baker, Mayor Pro Tem Ricky Blackmon, and Commissioners David Nelson, Charles Byrd, and Timothy Marbell.

Board Members absent were: Commissioners Alvester McKoy and William Turnage

Town Manager Snow Bowden, Town Clerk Lauren Evans, and Town Engineer Bill Dreitzler were present.

Mayor Baker called the meeting to order at 6:00 P.M.

Commissioner Nelson gave the invocation.

Commissioner Byrd led the Pledge of Allegiance.

**AGENDA ADJUSTMENT/APPROVAL OF AGENDA**

Commissioner Byrd made a motion to approve the agenda as presented and was seconded by Commissioner Nelson. **The Board voted unanimously.**

**NEW BUSINESS**

**All-Way Stop Signs**

Town Manager Snow Bowden stated he just wanted to show the Board the All-Way Stop Sign Guidance he decided on from a company called Benesch. He was not happy with what we received from this company, it was a lot of cut and paste and not what we were looking for.

Mayor Baker stated it was not an evaluation pertaining to Erwin but asked if it was a document that our Town Engineer Bill Dreitzler could use along with other information.

Town Manager Snow Bowden stated we would be able to utilize it but before establishing policies, staff would need to make the document more relevant to Erwin.

Commissioner Byrd stated we just needed to do something about four-way stop signs because the Town has been challenged over and over about it.

Town Manager Snow Bowden stated we are working on updating our Land Use Plan which will address pedestrian safety, all-way stop signs, and improvement to our roads. Pedestrian safety was a main concern in the Land Use Plan surveys. We were looking at grants to fund more sidewalks.

# All-Way Stop Criteria Guidance

TOWN OF ERWIN, NORTH CAROLINA

# Town of Erwin All-Way Stop Criteria

All-way stop intersections can be a viable method to control vehicles for safe and effective traffic operations at intersections. However, it is not the only control type for intersections and like all other methods of control, it works best when specific conditions are present.

All of the existing conditions at the intersection location should be considered. The following criteria are developed from the Manual on Uniform Traffic Control Devices (MUTCD) and should be considered to justify installation of an all-way stop.

## Criteria #1

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If a traffic signal is determined to be justified at the location, an all-way stop can be considered a short-term solution while the signal plan is prepared and funded for construction.

### ***Study Information for Determination of Criteria #1***

- *Signal Study*
  - *8-hour traffic count including pedestrian and bicyclists*
  - *12-hour traffic count including peds and bicyclists preferred*
  - *12-month crash history including crash types*
  - *Local knowledge of the location*

**Background Information for Criteria #1:** While an all-way stop is not a substitute for a traffic signal, it may reduce immediate concerns while a signal plan is developed, approved, and constructed. A signal can take anywhere from a few months to a few years depending on funding. An all-way stop can be constructed quickly and at minimal cost when compared to a signal.

## Criteria #2

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Five or more crashes in the prior 12-month period that could have been mitigated by an all-way stop such as left turn, right turn, or right-angle crashes.

### ***Study Information for Determination of Criteria #2***

- *12-month crash history including crash types*
  - *24-36 month preferred to see if there is a trend*

**Background Information for Criteria #2:** An all-way stop is not considered a corrective action for all crash types. Crashes that can be considered correctable would be right angle, left turn and right turn crashes. If there is a continuing trend of these crash types per crash data, that would only strengthen the need for installation. The stop signs have potential to reduce the number of only these crashes due to their control of the intersection. Run off road or sideswipe crashes for example are not expected to be reduced.

## CRITERIA #3

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Based on minimum volumes- where the total of the major approaches exceeds 300 vehicles per hour for 8 hours.

### ***Study Information for Determination of Criteria #3***

- *8-hour traffic count*
  - *12-hour traffic count preferred*

**Background Information for Criteria #3:** If the volume of traffic does not meet this threshold, implementing a two-way stop would likely be preferred so that not all directions need to stop at the intersection. This would allow more traffic to continue unimpeded in a preferred direction. Also looking for evenly distributed volumes across the approaches.

## CRITERIA #4

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If there is significant pedestrian or bicycle volume entering from the minor street, and the total of the minor approaches exceed 200 units (vehicles + peds + bikes) per hour for 8 hours, with minor street average delay exceeding 30 seconds during the highest hour.

### ***Study Information for Determination of Criteria #4***

- *8-hour traffic count including peds and bicyclists*
  - *12-hour count including peds and bicyclists preferred*
- *Vehicle delay study*

**Background Information for Criteria #4:** If there are large bicyclist or pedestrian volumes, requiring all approaches to stop helps promote safety and maximize the visual recognition of the bicyclists and pedestrians by motorists. Distributing shorter vehicle delays around the intersection may also be preferred rather than concentrating that delay onto only a single or pair of approaches.

## CRITERIA #5

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If the speed at or below which 85% of the total major approach volume travels exceeds 40 mph, 70% of the total approach volumes may be used to determine if *Criteria #3 and #4* are met.

### ***Study Information for Determination of Criteria #5***

- *Speed study or traffic count that includes vehicle speeds*

**Background Information for Criteria #5:** Higher speeds require larger gaps when turning onto the intersecting roadway. Higher operating speeds would also translate to more severe crashes if they were to occur. If high operating speeds exceed 40 mph, additional measures may be prudent to make the signs more prominent such as larger signs, second sign, stop ahead sign, etc.

## CRITERIA #6

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Location with sight line obstructions from the minor street, where stopped traffic cannot see appropriate distance to pull out.

### ***Study Information for Determination of Criteria #6***

- *Sight distance evaluation*

**Background Information for Criteria #6:** Locations with obstructions need to be addressed one way or another. For example, if the obstruction is a hill or bush, they could be removed. Alternatively, if the obstruction is cost prohibitive to be removed such as a railroad bridge or rock outcrop, an all-way stop could be considered as mitigation. Sight distance requirements can be found in the AASHTO Policy on Geometric Design of Highways and Streets.

## CRITERIA #7

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Locations that generate high pedestrian volumes and have the need to control vehicle/pedestrian conflicts.

### ***Study Information for Determination of Criteria #7***

- *Local knowledge of the location*

**Background Information for Criteria #7:** Examples of this might include locations such as in front of a school or a busy community park. It may be advisable to require traffic to stop to improve visibility of pedestrians and improve safety. Regular pedestrian activity would be desired vs. once a year events such as 4<sup>th</sup> July fireworks display.

## CRITERIA #8

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Intersection of two residential streets of similar characteristics where multi-way stop control would improve traffic operation of the intersection.

### ***Study Information for Determination of Criteria #7***

- *Local knowledge of the location*

**Background Information for Criteria #8:** Neighborhood streets with similar characteristics should have similar operating speeds and may even have similar traffic volumes. An all-way stop would not favor any approach but rather first come first served, which may be beneficial for driver expectancy. A roundabout may also serve a similar function but may have operational benefits.

## CRITERIA #9

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Where volumes of traffic on approaching legs are approximately equal.

### *Study Information for Determination of Criteria #9*

- *8-hour traffic count*
  - *12-hour count preferred*

**Background Information and Possible Public Explanation for Criteria #9:** With similar traffic volume approaches, an all-way stop would not favor any approach but rather first come first served. It would have the potential to distribute delays around the intersection instead of concentrating the delay on one or two approaches. A roundabout may also serve a similar function but may have operational benefits as a long term option.

## CRITERIA #10

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Unusual geometric conditions such as 5 leg intersections, offset legs, or other unique geometry that would benefit from an all-way stop condition, but do not warrant a traffic signal.

### *Study Information for Determination of Criteria #10*

- *Local knowledge of the location*

**Background Information and Possible Public Explanation for Criteria #10:** Unique geometry may not justify a traffic signal, but also may not perform as desired with only some of the approaches being stop controlled.

## ADDITIONAL INFORMATION

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If only **one** of these criteria above are met, engineering judgement would ultimately decide if installing an all-way stop is appropriate for the intersection. If **multiple** criteria are met, while an all-way stop would likely be appropriate for installation, engineering judgement should also be considered to confirm that it would be the best treatment for the location. Other treatment options could include but not be limited to a traffic signal, roundabout, tree trimming/removal, grass cutting, hill removal, or realignment of the approach legs.

Vehicle types typically traversing the intersection should be considered as well as the surrounding area. Putting an all way stop on a road with many trucks may not be desirable if there are residents directly adjacent. The noise from the trucks stopping and accelerating may have a negative impact to the area. Having adequate space for vehicle queues should also be considered.

It should be noted that if **any** of the approaches are NCDOT maintained routes, that NCDOT would ultimately have approval authority of an all-way stop installation.





MINUTES CONTINUED FROM JULY 24, 2023**Pump Station Road Preliminary Plat**

Town Manager Snow Bowden stated this plat was recommended for approval at our last Planning Board Meeting. The proposed subdivision was located off Pump Station Road. The easement was still in question at that time. The Lucas family of 281 Pump Station Road sued the Prices and went all the way to the superior court. We still need clarification on the road. Also, Enoch turned in a soil evaluation and clearly this plat will have to change, most likely cut down to four lots.

Commissioner Blackmon stated he was not able to discuss the matter due to a conflict of interest with Enoch Engineering.

Discussion continued among the Board.

**The consensus of the Board was to remove the review of the Pump Station Preliminary Plat from the August agenda until clarification is received.**

**Erwin Fire and Rescue**

Town Manager Snow Bowden stated he prepared a letter for the Town Board to send to the Fire and Rescue Board. There is a lot of unknown and we need to sit down with the Fire and Rescue Board to provide clarification on unanswered questions. This letter will start the engagement. If the Fire and Rescue Board wishes to move forward, they can hire an outside attorney, since Tim Morris represents the Town Board and Fire and Rescue Board, and draft an MOU that spells out each party's responsibilities. He respected the Erwin Fire Department's wish to keep their independence but we had some details that needed to be ironed out.

Mayor Baker stated it was discussed that the Town of Erwin was going to draft an MOU for the Town Board to vote on and send to the Erwin Fire and Rescue Board. Then at that point, the Erwin Fire and Rescue Board would have to accept what the Town Board was requesting of them and send it back to the Town to initiate the understanding of what both parties wanted. He asked if the Town will be preparing a document to send to the Fire Department for review.

Town Manager Snow Bowden stated no, in the proposed letter he was asking the Fire and Rescue Board to prepare a document so that the Town will know what was expected of us. We know what Fire Fighters do but we currently have a Fire Department in-house so we do not know the specifics of how they carry out their jobs. We need a document that spells out who is responsible when it comes to the employees and the use of the equipment. There were a lot of unanswered questions.

Commissioner Byrd stated the Fire Department would come under the Town in regards to employees but just like the Recreation Department, Public Works, and Police, the Fire Department would still run the way it had always run.

Town Manager Snow Bowden stated the Fire Department would remain a private non-profit. The employees would be full-time employees that were leased to the Fire Department. The process of hiring employees needed to be explained and spelled out in the MOU.

Commissioner Blackmon stated he does not like to have a lot of discussion on the matter because he cannot vote on the matter but Mint Hill, Four Oaks, and New Hanover County all had this agreement. He stated the Fire Department insurance would cover anyone driving or working on the Fire Department equipment regardless of whether the person is a Town Employee. All Full-Time Fire

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: Pumpstation Road Subdivision Preliminary Plat

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The Town of Erwin has received a preliminary plat proposal for a subdivision off of Pumpstation Road. The preliminary plat includes seven proposed new lots located off of a private drive located in our Planning Zone (ETJ). These lots are located in our R-10 Zoning District. According to the surveyor, the extension of Pump Station Road will be recorded as a road with an access easement for each lot. The existing Harnett Regional Water line will be extended to serve all seven lots. The Planning Board did recommend this preliminary plat for approval.

### R-10 Zoning District

- Minimum required front yard- 35 feet
- Minimum required rear yard 35 feet
- Minimum required side yard 10 feet
- Minimum lot area 10,000 square feet (.229 acres)
- Minimum lot width 75 feet

**CERTIFICATE OF REVIEW OFFICER:**

STATE OF NORTH CAROLINA, COUNTY OF ERNWELL

REVIEW OFFICER, TOWN OF ERNWELL, CERTIFY THAT THE MAP OF THIS SUBDIVISION AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE \_\_\_\_\_

STATE OF NORTH CAROLINA, TOWN OF ERNWELL

NOTARY PUBLIC FOR THE TOWN OF ERNWELL, DO HEREBY CERTIFY THAT JASON E. GOWIN PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THIS CERTIFICATE. WITNESS MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

DATE \_\_\_\_\_

**REGISTER OF DEEDS CERTIFICATE:**

STATE OF NORTH CAROLINA, COUNTY OF HARNETT

FILED FOR REGISTRATION AT \_\_\_\_\_ 2023 IN THE REGISTER OF DEEDS OFFICE.

REGISTERED IN PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

DATE \_\_\_\_\_

BY: \_\_\_\_\_

**GENERAL NOTES:**

1. ALL MEASUREMENTS CALCULATED BY COORDINATE METHOD UNLESS STATED OTHERWISE.
2. ALL MEASUREMENTS ARE HORIZONTAL GROUND MEASUREMENTS. U.S. SURVEYING FEET ARE USED UNLESS OTHERWISE NOTED.
3. EXISTING EASEMENTS AND ENCUMBRANCES ARE SHOWN AS SHOWN ON RECORDED MAPS.
4. ALL EASEMENTS AND ENCUMBRANCES WERE FOUND AND/OR RECORDED WITHIN 2,000 FEET OF THE SITE.
5. THE SURVEYOR'S RESPONSIBILITY IS ASSUMED BY THIS SURVEYOR FOR ANY CONDITIONS THAT MAY EXIST BUT ARE UNKNOWN OR UNDISCOVERED.
6. THE EXISTENCE OF UTILITIES MAY IMPLY THE EXISTENCE OF EASEMENTS OF RECORD.
7. OF RECORD IN NORTH CAROLINA STATE PLANE COORDINATES FOR THIS SURVEY WERE REALIZED WITH A SURVEY GRADE TORCON HYBRID SYSTEM.
8. HORIZONTAL AND VERTICAL POSITIONS ARE REFERENCED TO NORTH CAROLINA GEODETIC SURVEY (NCGS) VERTICAL REFERENCE STATION (VRS).
9. ALL MEASUREMENTS AND CALCULATIONS WERE OBTAINED BY AVERAGE POSITIONAL ACCURACY (APAC) METHOD.
10. VERTICAL POSITIONAL DATA WERE OBTAINED BY ROBOTIC SYSTEM WITH \_\_\_\_\_ METRE POSITIONAL ACCURACY.

**CERTIFICATE OF FLOODWAY INFORMATION:**

PROPERTY FLOOD ZONE (FEMA) IS ( ) IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE "AE".

FLOOD HAZARD MAP NUMBER 172060587001, ZONE X, HARNETT COUNTY EFFECTIVE DATE: OCTOBER 3, 2006

PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

**CERTIFICATE OF SURVEY ACCURACY:**

I, JASON E. GOWIN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_). THAT THE BOUNDARIES NOT SHOWN ON THIS PLAT ARE BASED ON THE INFORMATION FOUND IN MAP BOOK 2010, PAGE 271. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH N.C.G.S. 47-30 AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2023

JASON E. GOWIN \_\_\_\_\_ LICENSE NO. L-5080

MORE THE FOLLOWING AS INDICATED THIS X OR \_\_\_\_\_

WITNESSES THAT THIS PLAT IS OF A SURVEY THAT CREATED A SUBDIVISION OF LAND IN \_\_\_\_\_ COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

\_\_\_\_\_ THAT THIS PLAT IS OF SURVEY THAT IS LOCATED IN SUCH PORTION OF A COUNTY THAT REGULATES PARCELS OF LAND.

\_\_\_\_\_ ANY ONE OF THE FOLLOWING:

- (1) THAT THE FOLLOWING IS OF AN EXISTING PARCEL OR STREET OR CHANGE OF EXISTING STREET.
- (2) THAT THE SURVEY IS OF AN EXISTING BUILDING OR OTHER STRUCTURE OR NATURAL FEATURE, SUCH AS WATERCOURSE; OR
- (3) THAT THIS SURVEY IS A CONTROL SURVEY.

\_\_\_\_\_ THAT THIS PLAT IS OF A SURVEY OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

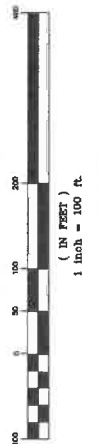
\_\_\_\_\_ THAT THE INFORMATION AVAILABLE TO THIS SURVEY IS SUCH THAT I AM UNABLE TO MAKE A DETERMINATION TO THE BEST OF MY PROFESSIONAL ABILITY AS TO PROVISIONS CONTAINED IN (A) THROUGH (D) ABOVE.

JASON E. GOWIN, PROFESSIONAL LAND SURVEYOR \_\_\_\_\_ LICENSE NO. L-5080

**SURVEYOR'S DECLARATION TO WHOM IT MAY CONCERN:**

THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED. A NORTH CAROLINA PROFESSIONAL LAND SURVEYOR HAS CONDUCTED THE SURVEY AND HAS DETERMINED THE MOTIVE AND LOCATIONS OF EASEMENTS. ANY EASEMENTS OR FAMILY BURNING GROUNDS NOT SHOWN ON RECORDED MAPS OR DEEDS MADE AVAILABLE TO THE SURVEYOR BY THE OWNER OF THE LAND OR BY THE RECORDS OF THE COUNTY RECORDS DEPARTMENT BY TITLE EXAMINATION, NO RESPONSIBILITY OF ANY NATURE IS ASSUMED BY THE SURVEYOR FOR ANY CONDITIONS WHICH MAY PRESENTLY EXIST BUT ARE UNKNOWN SUCH AS: EASEMENTS, FAMILY BURNING GROUNDS, TOXIC OR HAZARDOUS WASTE MATERIAL, ETC.

**GRAPHIC SCALE**



**REFERENCES:**

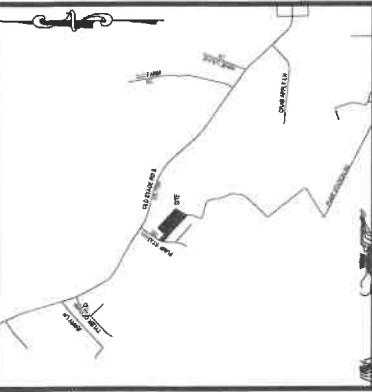
1. DEED BOOK 311, PAGE 86
2. DEED BOOK 322, PAGE 428
3. MAP BOOK 2010, PAGE 291
4. MAP BOOK 2010, PAGE 291
5. MAP BOOK 2010, PAGE 291
6. MAP BOOK 2007, PAGE 1210
7. OTHERS REFERENCED HEREIN

**SITE DATA:**

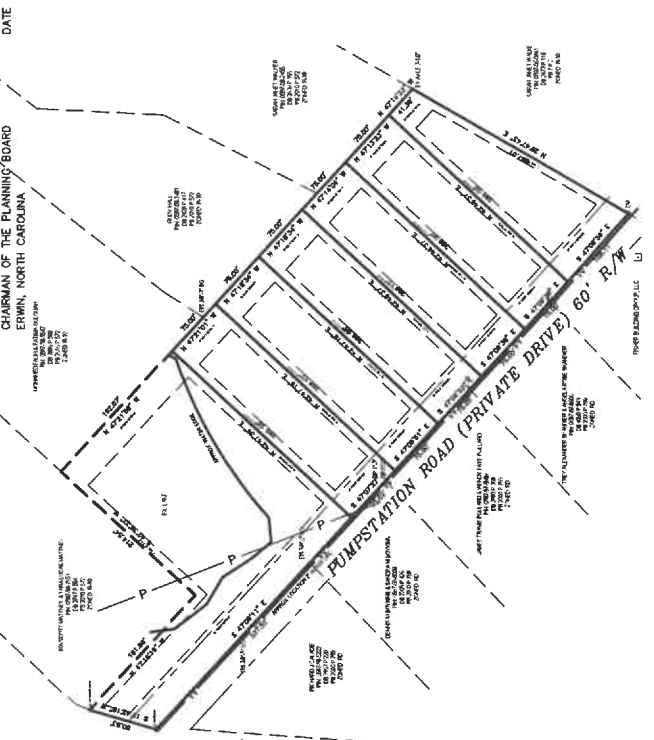
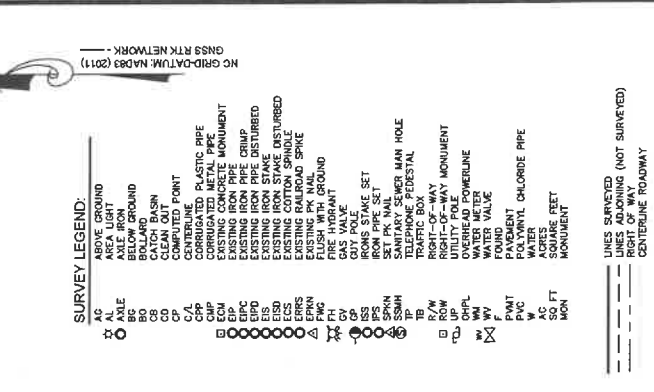
1. MIN. FRONT YARD: 33 FT
2. MIN. REAR YARD: 33 FT
3. MIN. SIDE YARD: 10 FT

**Enoch Engineers, P.A.**  
 & PROFESSIONAL LAND SURVEYORS  
 1403 NC Highway 45 South - Raleigh, NC 27604  
 Phone: (919) 847-7715 Fax: (919) 844-1190  
 Pam Liscovar (L2394)

**SUBDIVISION and MAP for:**  
 JSJ PROPERTY SERVICES LLC  
 LOCATION: \_\_\_\_\_  
 TOWN: \_\_\_\_\_  
 COUNTY: HARNETT  
 PROPERTY OWNERS:  
 JSJ PROPERTY SERVICES LLC  
 1746 NC 27 E  
 LILLINGTON, NC 27546  
 SCALE: 1" = 100'  
 SHEET 1 OF 1



OWNER: JSJ PROPERTY SERVICES LLC  
 SITE ADDRESS: 1746 NC 27 E  
 LILLINGTON, NC 27546  
 NC PIN: 0587-98-910  
 DEED BOOK 4155, PAGE 501  
 197,013.52 SQFT  
 4.52 AC  
 WATERSHED DISTRICT: NOT WS-IV-P  
 FLOOD ZONE: ZONE X  
 ZONING: R-10



# Harnett GIS



◻ Surrounding County Boundaries  
◻ City Limits  
◻ County Boundary  
○ Address Numbers

✈ Airport  
**Major Roads**  
▬ Interstate  
▬ NC  
▬ US

▬ Road Centerlines  
▬ Railroad  
▬ Parcels  
▬ Cape Fear River  
▬ Blue Line Streams

Harnett County GIS  
 N  
 W E  
 S  
 0 165 330 660 Feet  
 1 inch = 376 feet

NOT FOR LEGAL USE.

GIS/E-911 Addressing  
June 12, 2023

# Harnett GIS



NOT FOR LEGAL USE .

Harnett County GIS

1 inch = 188 feet

0 80 160 320 Feet

N S W E

Surrounding County Boundaries
  City Limits
  County Boundary
  Address Numbers

Airport
  Major Roads
  Interstate
  NC

US
  Road Centerlines
  Railroad

GIS/E-911 Addressing  
June 12, 2023

# Harnett GIS



Harnett County, NC



1 inch = 188 feet

- Surrounding County Boundaries
- City Limits
- County Boundary
- Address Numbers
- Airport
- Major Roads
- Interstate
- NC
- US
- Road Centerlines
- Railroad

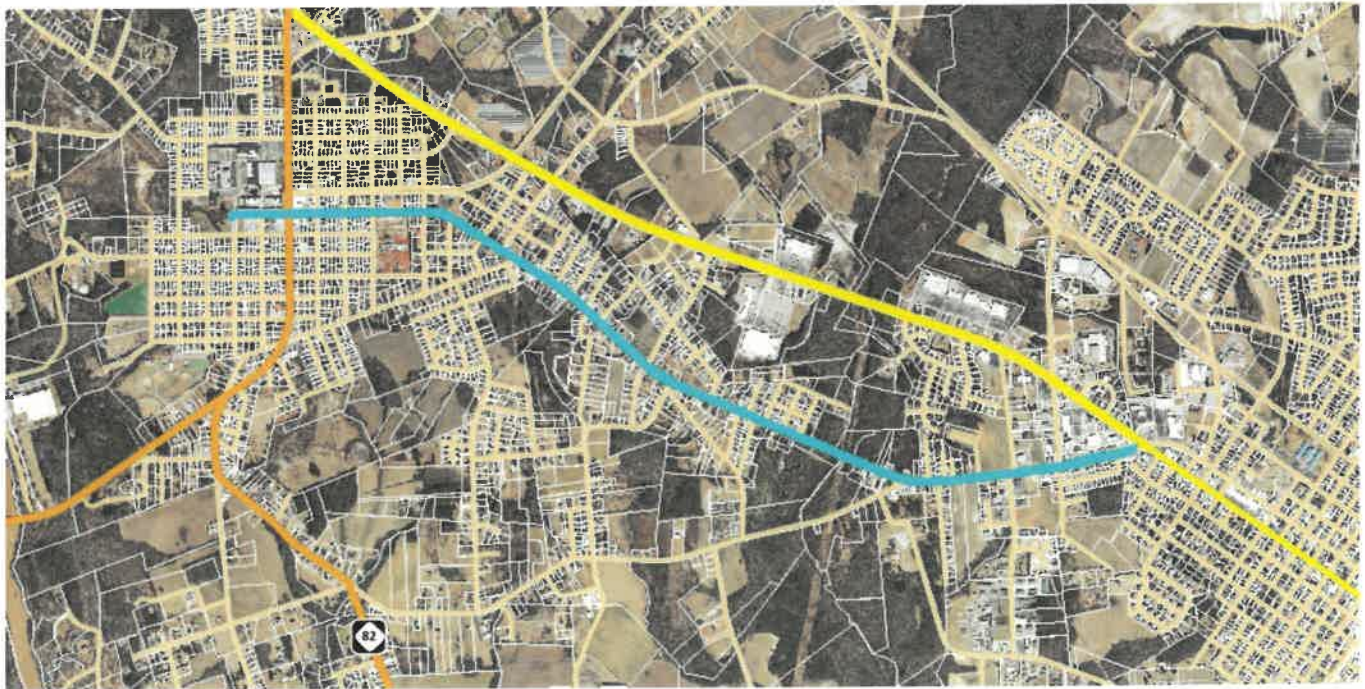
GIS/E-911 Addressing  
July 12, 2023

NOT FOR LEGAL USE .

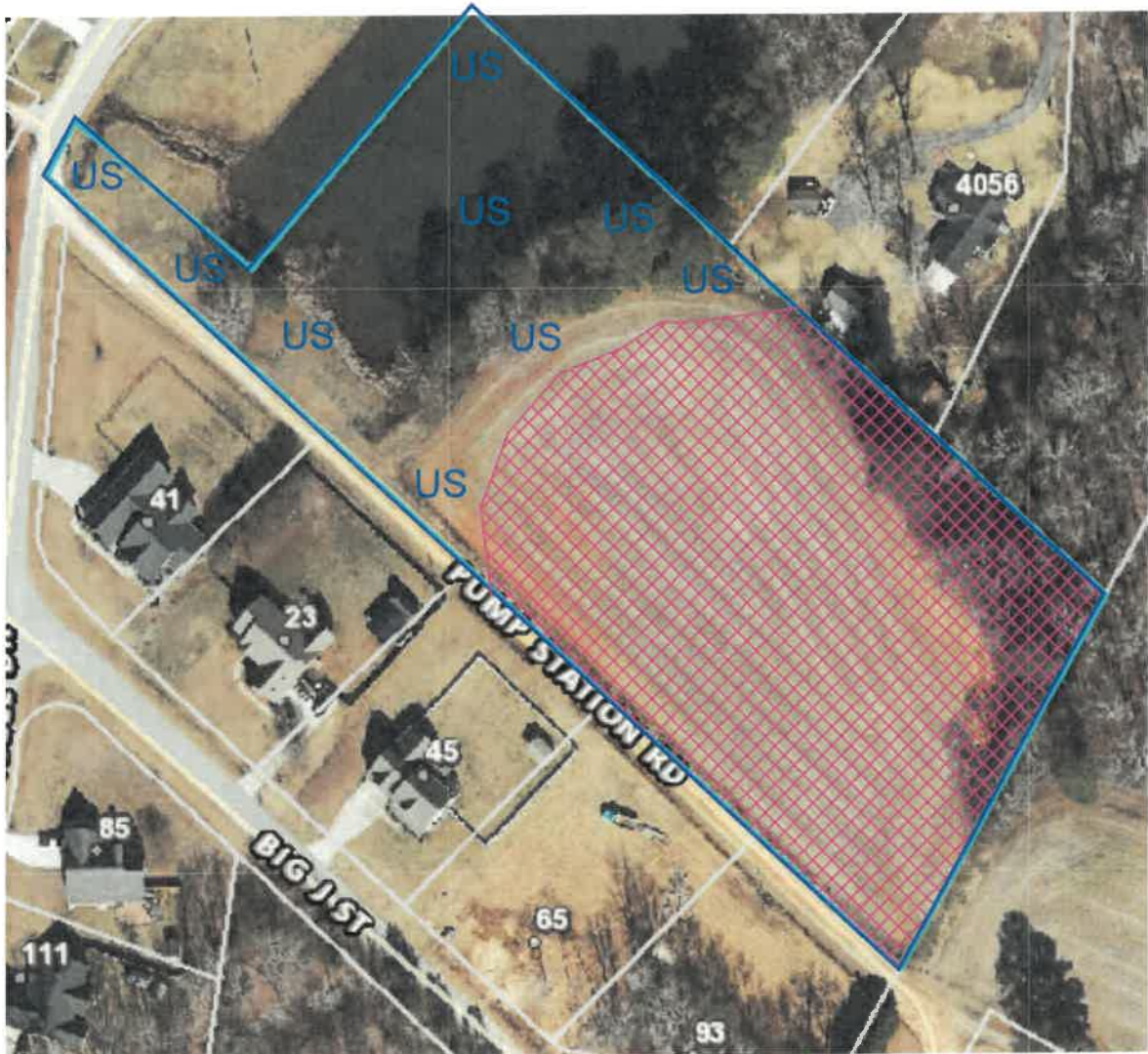


## Harnett County GIS


<b>PID:</b> ROW Street	<b>Building Value:</b> \$
<b>PIN:</b> 1507-21-3919.000	<b>Parcel Outbuilding Value:</b> \$
<b>Account Number:</b>	<b>Parcel Land Value:</b>
<b>Owner:</b> NC DEPARTMENT OF TRANSPORTATION	<b>Market Value:</b> \$
<b>Mailing Address:</b> 1546 MAIL SERVICE CENTER RALEIGH, NC 27611	<b>Deferred Value:</b> \$
<b>Physical Address:</b> ac	<b>Total Assessed Value:</b> \$
<b>Description:</b>	<b>Zoning:</b> Central Business - 0.0 acres (0.0%), Downtown Mill Village - 3.9 acres (15.75%), Highway Business
<b>Surveyed/Deeded Acreage:</b>	<b>Zoning Jurisdiction:</b> Dunn, Erwin
<b>Calculated Acreage:</b> 24.78	<b>Wetlands:</b> No
<b>Deed Date:</b>	<b>FEMA Flood:</b> 100 Year Flood Plain, 500 Year Flood Plain, Minimal Flood Risk
<b>Deed Book/Page:</b> -	<b>Within 1mi of Agriculture District:</b> Yes
<b>Plat(Survey) Book/Page:</b> -	<b>Elementary School:</b> Dunn Elementary, Erwin Elementary
<b>Last Sale:</b> -	<b>Middle School:</b> Coats-Erwin Middle, Dunn Middle
<b>Sale Price:</b> \$	<b>High School:</b> Triton High
<b>Qualified Code:</b>	<b>Fire Department:</b> Dunn, Erwin
<b>Vacant or Improved:</b>	<b>EMS Department:</b> Medic 15, D15 EMS, Medic 5, D5 EMS
<b>Transfer of Split:</b>	<b>Law Enforcement:</b> Dunn Police, Erwin Police, Harnett County Sheriff
<b>Actual Year Built:</b>	<b>Voter Precinct:</b> Erwin/Duke, West Averagesboro
<b>Heated Area :</b> SqFt	<b>County Commissioner :</b> Barbara McKoy, W Brooks Mathews, William Morris
<b>Building Count :</b>	<b>School Board Member:</b> Bradley Abate, Joey Powell, Sharon Gainey



Preliminary Soils Evaluation  
 ~4.37 acres  
 Pump Station Road - Harnett county



Legend

 Areas contain soils with 30 inches or more of useable material and have potential for conventional, modified conventional, LPP or ultra-shallow conventional septic systems. There may be inclusion of soils 24-29 inches to a restrictive horizon that will have potential for LPP septic systems.

**US** Unsuitable Areas or Areas Not Evaluated

**Not a Survey**  
 (sketched from public records)

- \*Preliminary Soils Evaluation
  - \*Not a Survey (sketched from public records).
  - \*Septic system setbacks listed below for new lots.
    - 1) 10' from property lines.
    - 2) 100' from wells for primary and repair systems.
    - 3) 50' from surface waters (streams, ponds, lakes).
  - \*Any mechanical disturbances such as grading, cutting and filling of the suitable soil areas can render areas unsuitable for future septic areas.
  - \*See accompanying report for additional information.
  - \*Base map sketched from preliminary plat map
  - \*Due to Soil Variability, Adams Soil Consulting cannot guarantee that the areas shown as suitable will be permitted by the local Health Department.
  - \*A more detailed soil evaluation should be performed prior to further subdivision.
- 1" = 125'



Adams  
 Soil Consulting  
 919-414-6761  
 Project #1446



<b>Part 9</b> Chapter 3	<b>Article 3</b> <b>Procedure for Review and</b> <b>Approval of Subdivision Plats</b>	<b>Subdivision</b> <b>Regulations</b>
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<b>Plats</b>		
Information	Preliminary	Final
<b>Title Block Containing</b>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Property designation		
Name of owner	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Location (including township, county and state)	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Date or dates survey was conducted and plat prepared	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
A scale of drawing in feet per inch listed in words or figures	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
A bar graph	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Name, address, registration number and seal of the Registered Land Surveyor	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The name of the subdivider	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
A sketch vicinity map showing the relationship between the proposed subdivision and surrounding area	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Corporate limits, township boundaries, county lines if on the subdivision tract	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The names, addresses and telephone numbers of all owners, mortgagees, registered land surveyors, land planners, architects, and professional engineers responsible for the subdivision	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The registration numbers and seals of the professional engineers	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Date of plat preparation	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
North arrow and orientation	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The boundaries of the tract or portion thereof to be subdivided, distinctly and accurately represented with all bearings and distances shown	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The exact boundary lines of the tract to be subdivided, fully dimensioned by lengths and bearings, and the location of existing boundary lines of adjoining lands	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The names of owners of adjoining properties	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The names of any adjoining subdivisions of record or proposed and under review	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Minimum building setback lines	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The zoning classifications of the tract to be subdivided and adjoining properties	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Existing property lines on the tract to be subdivided and on adjoining properties	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Proposed lot lines, lot and block numbers, and approximate dimensions	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The lots numbered consecutively throughout the subdivision	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Wooded areas, marshes, swamps, rock outcrops, ponds or lakes, or streambeds and any streams other natural features affecting the site	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or other FEMA maps	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>

<b>Part 9</b> Chapter 3	<b>Article 3</b> <b>Procedure for Review and</b> <b>Approval of Subdivision Plats</b>	<b>Subdivision</b> <b>Regulations</b>
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<b>Plats</b>		
Information	Preliminary	Final
<b>The following data concerning streets:</b>	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Proposed streets	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Existing and plated streets on adjoining properties and in the proposed subdivision	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Rights-of-way, locations and dimensions	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Payment widths	✓ <input type="checkbox"/>	✓ 1
Approximate grades	✓ <input type="checkbox"/>	✓ 1
Design engineering data for all corners and curves	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Typical street cross sections	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Street names	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Type of street dedication; all streets must be designated either "public" or "private". Where public streets are involved which will not be dedicated to a municipality, the subdivider must submit the following documents to the N. C. Department of Transportation District Highway Office for review: a complete site layout, including any future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; (the District Engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist);	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
†-Required on preliminary and final plats for major subdivisions and required only on a final plats for minor subdivisions.		
Typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage areas.		
Where streets are dedicated to the public, but not accepted into a municipal or the state system before lots are sold, a statement explaining the status of the street.		✓ <input type="checkbox"/>
If any street is proposed to intersect with a state maintained road, the subdivider shall apply for driveway approval as required by the North Carolina Department of Transportation, Division of Highways' Manual on Driveway Ordinance		
Evidence that the subdivider has obtained such approval	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
<b>The location and dimensions of all:</b>		
Utility and other easements	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Riding trails	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Natural buffers	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Pedestrian or bicycle paths	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Parks and recreation areas with specific type indicated	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
School sites	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Areas to be dedicated to or reserved for public use	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Areas to be used for purposes other than residential with the purpose of each stated	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
<b>Plats</b>		

<h1 style="margin: 0;">Part 9</h1> <p style="margin: 0;">Chapter 3</p>	<h2 style="margin: 0;">Article 3</h2> <h3 style="margin: 0;">Procedure for Review and Approval of Subdivision Plats</h3>	<h2 style="margin: 0;">Subdivision Regulations</h2>
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Information	Preliminary	Final
The future ownership (dedication or reservation for public use to governmental body, for owners to duly constituted homeowners' association, or for tenants remaining in subdivider's ownership) of recreation and open space lands	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
<b>The plans for utility layouts including:</b>		
Public or Community Sewage System (if any)	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Storm sewers	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Other drainage facilities, (if any)	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Public water system (if any)	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Natural gas lines	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Telephone lines	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Electric lines	✓ <input type="checkbox"/>	✓ <input checked="" type="checkbox"/>
Illustrating connections to existing systems, showing line sizes, the location of fire hydrants, blow offs, manholes, force mains and gate valves.		
Plans for individual water supply and septic tank systems, if any.	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Profiles based upon Mean Sea Level datum for sanitary sewers and storm sewers	✓ <input type="checkbox"/>	
Site calculations including: -Acreage in total tract to be subdivided.	✓ <input type="checkbox"/>	
Acreage in parks and recreation areas and other nonresidential uses.	✓ <input type="checkbox"/>	
1-Required on preliminary and final plats for major subdivisions and required only on a final plats for minor subdivisions.		
Total number of parcels in created	✓ <input type="checkbox"/>	
Acreage the smallest lot in the subdivision	✓ <input type="checkbox"/>	
Linear feet in streets	✓ <input type="checkbox"/>	
The name and location of any property or buildings within the proposed subdivision or within any contiguous property that is located on the U.S. Department of Interior's National Register of Historic Places-	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and setback line, including dimensions, bearings, or deflection angles, radii, central angles, and tangent distance for the center line of curved property lines that are not the boundary line of curved streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute.		✓ <input type="checkbox"/>
The accurate locations and descriptions of all monuments, markers and control points.		✓ <input type="checkbox"/>
A copy of any proposed deed restrictions or similar covenants. Such restrictions are mandatory when private recreation areas are established.	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
A copy of the erosion control plan submitted to the appropriate authority, and a copy of the letter of approval of the erosion control plan by the appropriate authority.	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
Topographic map with contour intervals of five feet	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>
All certifications required in § 9-3031	✓ <input type="checkbox"/>	✓ <input type="checkbox"/>

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MINUTES CONTINUED FROM JULY 24, 2023

Department Employees leased by the Town would have to follow the Town of Erwin personnel policy.

*Commissioner Marbell arrived at 6:21 PM.*

**The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in August. Commissioners Ricky Blackmon and Charles Byrd will be recused from voting on the items under Consent due to a conflict of interest.**

#### Renewal of SRO MOU

**The consensus of the Board was to place this item under Consent on the agenda for our Regularly Scheduled Meeting in August.**

#### American Tower

Town Manager Snow Bowden stated he knew the Town Board was tired of talking about it but he was contacted by De' Andre Freeman. At our last Workshop, we did not have a quorum to discuss the matter. He countered back with the same terms and a 10-year rent guarantee.

**The consensus of the Board was to instruct Town Manager Snow Bowden to reach out to Mr. Freeman and inform American Towers that the Town Board is not interested in negotiating and the Board will keep the terms the same as we approved five years ago.**

#### Al Woodall Park Parking

Town Engineer Bill Dreitzler stated the proposed parking lots would add twenty-eight new spaces. We would have to lose three spaces but the added spaces would be worth those three.

Mayor Baker inquired about the cost.

Town Manager Snow Bowden stated that staff estimated a cost of 60-70 thousand dollars. He stated the Town could reach out to our State Representatives and we could also look at using funding from our Capital Reserve.

**The consensus of the Board was to instruct Town Manager Snow Bowden to look into funding options and get the design started.**

#### Barn Quilt

Teresa Stephenson of the Erwin Historical Society came forward and addressed the Board. She stated that she was looking for permission to place a historically accurate Barn Quilt on the front of the municipal building where the Erwin History Room is located at 110 West F Street. The Barn Quilt would bring in tourism and cause positive attention for us. The Barn Quilt will display a design of trains and travel to represent trains being a vital part of Erwin, the colors red, black, and white to represent Erwin's traditional colors and blue to represent Erwin being the Denim Capital of the World for so many years. She asked the Board for recognition for donating the materials and as the artist completing the project. She stated all she needed was permission from the Board and the Town would need to attach the Barn Quilt to the building.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: Erwin Fire and Rescue MOU

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We will have a copy of an Memorandum of Understanding (“MOU”) prepared by our meeting on Monday night to discuss an agreement between the Town of Erwin and the Erwin Fire and Rescue Department. At our July Town Board meeting we discussed this option and the decision was to move forward with sending an MOU that is approved by the Erwin Town Board to the Erwin Fire and Rescue Department for their board to review.

Re: Renewal of School Resource Officer Program Memorandum of Understanding

Per Article VII entitled "Amendments and Modifications; Additional Policies and Procedures" of the School Resource Officer Program Memorandum of Understanding dated October 1, 2018 ("MOU"), attached hereto, the Harnett County Board of Education and Town of Erwin mutually agree to renew the MOU on the same terms and conditions for a term of 12 months beginning July 1, 2023, and ending June 30, 2024.

SIGNATURES:



\_\_\_\_\_

6-29-23

DATE

DATE

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: American Tower

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I reached back out to De'Andre Freeman based on the conversation that we had at our last workshop meeting. He countered back with the same terms and a 10 year rent guarantee.



May 2, 2023

TOWN OF ERWIN NC  
ATTN: Snow Bowden  
PO BOX 459  
ERWIN, NC 28339

**RE: American Tower Site No. 273036 / ERWIN NC ("Tower Site")**

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Towers LLC (together with its affiliates and subsidiaries, "American Tower") understands the importance of maintaining productive long-term relationships with its landlords. American Tower has therefore engaged MD7 to reach out to its landlords to review ways to grow and develop those relationships.

Based upon current market conditions, we need to adjust the financial terms of this Tower Site's contract in order to ensure the long-term stability of the Tower Site and allow all parties to benefit. The proposal below outlines two options available for the tower on your property:

**Option 1: Rent Reduction**

- A one-time signing bonus of \$10,000.00.
- \$1,750.00 per month commencing upon amendment completion.
- 10% term escalation will commence upon amendment completion.
- Providing 2 terms of 5 years each; final expiration date will be March 2, 2079.

**Option 2: Perpetual Easement**

- One-time payment of \$400,000.00 in exchange for a perpetual real estate interest.
- This can also be structured as a set number of guaranteed monthly or annual installments payments with interest, personalized to fit your long-term financial needs.

I look forward to working with you to secure this mutually beneficial relationship for the years to come. After you review the options outlined above, please contact me to discuss further.

Respectfully,  
**De'Andre Freeman**  
DFreeman@md7.com  
(858) 401-7299

**MD7 | Lease Consultant**  
*An authorized vendor of American Towers LLC and its subsidiaries and affiliates*



Date 4/20/23

TOWN OF ERWIN NC  
PO BOX 459  
ERWIN, NC 28339

**Re: Letter of Authorization  
American Tower Site #273036**

Dear Landlord:

As you know, a subsidiary of American Tower Corporation built, acquired, subleases or manages the tower on your property. We very much appreciate the relationship we have with you and want to remain at this location for as long as possible. With that in mind, we would like to discuss several long-term options for qualifying Landlords.

American Tower has hired MD7 to work directly with you and to go over the features and potential long-term benefits of these programs. A member of the MD7 team, **De'Andre Freeman**, will be contacting you in the near future and can be reached directly at **858-401-7299**.

Thank you and I look forward to our continued relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregory M. Pearson', written in a cursive style.

Gregory M. Pearson  
Manager, Land Acquisitions

# SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (this "Lease") is by and between Town of Erwin, a North Carolina municipal corporation ("Landlord") and T-Mobile South, LLC, a Delaware limited liability company ("Tenant").

## 1. Option to Lease.

(a) In consideration of the payment of two thousand five hundred and no/100 dollars (\$2,500.00) (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months upon written notice to Landlord and payment of the sum of two thousand five hundred and no/100 dollars (\$2,500.00) ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 819 North 14<sup>th</sup> Street, Erwin, NC 28339, comprises approximately ten thousand (10,000) square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for three (3) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

## 4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, one thousand six hundred sixty-six and 67/100 dollars (\$1,666.67) per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary of the Initial or Renewal Term as the case may be, to an amount equal to one hundred two percent (102%) of the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. There will be no permanent generator on the site, but temporary generators are allowed in the case of a loss, or anticipated loss, of power.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation,

non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

#### 7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, temporary (but not permanent) generators, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted. Within thirty (30) days of the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, shall remove the Antenna Facilities (including any foundations that it has placed upon the Premises up to one (1) foot below grade level), repair any damage to the Premises caused by Tenant, and restore the Premises to substantially the same condition as it was in on the Commencement Date, normal wear and tear and casualty excepted. Immediately following the Commencement Date hereunder, Tenant agrees to obtain a bond, in an amount to be determined by Tenant in its reasonable discretion, payable to Landlord, from a bond company duly licensed to do business in the state in which the Property is located in favor of Landlord (the "Bond"). The Bond shall secure Tenant's removal of its equipment from the Site following the expiration or earlier termination of the Lease. Tenant agrees to deliver to Landlord a copy of the Bond within a reasonable time following Tenant's receipt thereof. However, should the Town of Erwin require Tenant to obtain a similar Bond, Landlord shall not require Tenant to post a duplicative Bond. In the event Tenant fails to remove its equipment within such thirty (30) day period, the Landlord shall provide written notice stating that Tenant has failed to remove its Antenna Facilities (the "Abandonment Notice"). If Tenant fails to remove its Antenna Facilities within thirty (30) days after receipt of the Abandonment Notice, any portion of the Antenna Facilities remaining at the Premises shall be deemed to be abandoned, and, in addition to Landlord's right to charge Tenant for the cost of removing such Antenna Facilities and restoring any damage to the Property, Landlord shall have the right to retain or dispose of such Antenna Facilities, as if such Antenna Facilities were the property of Landlord.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of temporary emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Tenant shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Landlord.

#### 8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction, but in no event shall rent abate for more than ninety (90) days; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. **Default and Right to Cure.** Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. **Taxes.** Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

#### 11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other. Landlord and Tenant shall give their respective insurance carriers notice of these waivers and shall secure an endorsement from each carrier to the effect that the waivers given in this Section 11(b) shall not adversely affect or impair the policies of insurance or prejudice the right of the named insured on the policy to recover thereunder. In event that this waiver adversely affects or impairs the policies of insurance or prejudices the right of the named insured on the policy to recover thereunder, this waiver provision shall be void.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. **Notices.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

**If to Tenant, to:**  
T-Mobile USA, Inc.  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Administrator

**With a copy to:**  
Attn: Legal Dept.

**And with a copy to:**  
T-Mobile South, LLC  
4 Sylvan Way  
Parsippany, NJ 07054-3801  
Attn: Lease Administration Manager

**With a copy to:**  
Attn: Legal Dept.

**If to Landlord, to:**  
Town of Erwin  
PO Box 459  
Erwin, NC 28339

**Send Rent payments to:**  
Town of Erwin  
PO Box 459  
Erwin, NC 28339

13. **Quiet Enjoyment, Title and Authority.** As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. **Environmental Laws.** Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Tenant. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. **Assignment and Subleasing.** Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) to any person or business entity which: (i) is FCC licensed to operate a wireless communications business; (ii) is a parent, subsidiary, or affiliate of Tenant or Tenant's parent; (iii) is merged or consolidated with Tenant; (iv) acquires more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the "Metropolitan Trading Area" or "Basic Trading Area" (as those terms are defined by the FCC) in which the Property is located; and/or (v) upon written approval of landlord, to any entity or company whose primary business function is the management or operation of wireless communications real estate or leases, which approval shall not be unreasonably withheld, conditioned or delayed. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord. Tenant may otherwise assign this Lease upon written approval of Landlord, which approval shall not be unreasonably delayed, withheld, conditioned or denied.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

(l) Tenant will provide a landscape buffer on the Premises in accordance with the ordinances for the Town of Erwin.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

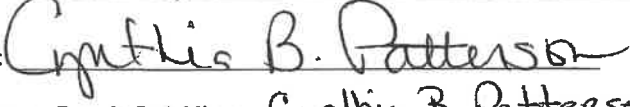
**LANDLORD:** Town of Erwin

By: 

Printed Name: Bryan Thompson


Title: Town Manager

Date: 3.3.09

ATTEST: 

Printed Name: ~~Ramola S. Addison~~ Cynthia B. Patterson

Title: Town Clerk

TENANT: T-Mobile South, LLC 

By: \_\_\_\_\_

Printed Name: Todd Wheeler

Title: Area Director, Network Engineering & Operations

Date: 2/20/09

T-Mobile Legal Approval

**EXHIBIT A  
Legal Description**

**The Property is legally described as follows:**

All that certain lot or parcel of land located in Duke Township in the Town of Erwin, Harnett County, State of North Carolina and being more particularly described as follows:

COMMENCING at an existing iron pipe at the Point of Intersection of the Northern R/W margin of West "N" Street, 60' R/W and the Eastern R/W margin of North 14<sup>th</sup> Street, 50' R/W in the Town of Erwin, North Carolina, said commencing point being the Southwest corner of Walter B. McNeill (Book 471, Page 22) now or formerly; thence leaving said point of intersection and running with the Eastern R/W margin of North 14<sup>th</sup> Street, North 03 deg. 02 min. 34 sec. East 468.58' to the Point of Curvature of a simple circular curve to the left having a radius distance of 491.76', an Arc Distance of 204.96' with a Chord Bearing and Distance of North 08 deg. 53 min. 50 sec. West, 203.48' to a point on the Eastern R/W margin

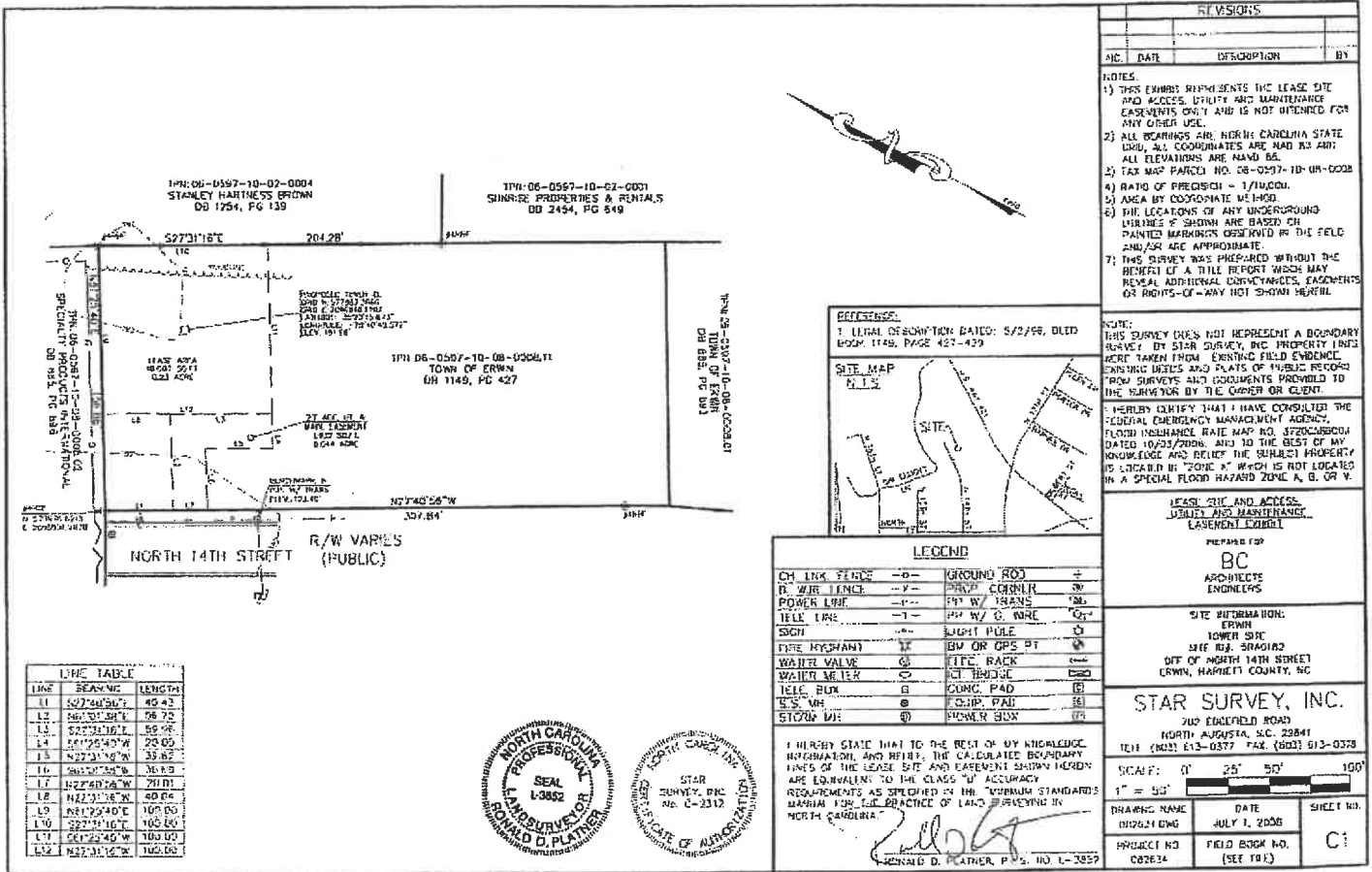
of North 14<sup>th</sup> Street, the Point of Beginning; thence continuing to run with said R/W margin a simple circular curve to the left having a radius distance of 491.76', an arc distance of 26.80' with a chord bearing and distance of North 22 deg. 23 min. 57 sec. West, 26.80' to the point of tangency on said R/W margin; thence continuing to run with said R/W margin North 23 deg. 57 min. 36 sec. West, 306.25' to the point of intersection of Eastern R/W margin of North 14<sup>th</sup> Street and the Southern boundary of Specialty Products International, Ltd. (Book 885, Page 896); thence leaving the Eastern R/W margin of North 14<sup>th</sup> Street and running with the Southern boundary of Specialty Products International, Ltd., North 65 deg. 04 min. 43 sec. East, 157.03' to an existing iron stake in the Western boundary of Register-Avery (739/482-485) now or formerly; thence running with said Western boundary South 23 deg. 57 min. 36 sec. East, 336.11' to a point in said Western boundary; thence leaving the Western boundary of Register-Avery and running with a Northern boundary of the Town of Erwin (885/893), South 66 deg. 11 min. 55 sec. West, 157.74' to the POINT OF BEGINNING and containing 1.2061 Acres (52,539 Square Feet)±.

And being the same property conveyed to the Town of Erwin in deed appearing of recording in Book 1149, at page 427 in the office of the Register of Deeds of Harnett County, North Carolina.



EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



REVISIONS		
NO.	DATE	DESCRIPTION

NOTES:

- THIS EXHIBIT REPRESENTS THE LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENTS ONLY AND IS NOT INTENDED FOR ANY OTHER USE.
- ALL BEARINGS ARE NORTH CAROLINA STATE GRID, ALL COORDINATES ARE NAD 83 AND ALL ELEVATIONS ARE NAVD 83.
- TAX MAP PARCEL NO. 08-0597-10-08-0008
- RATIO OF PRECISION = 1/10000
- AREA BY COORDINATE METHOD
- THE LOCATIONS OF ANY UNDERGROUND UTILITIES IF SHOWN ARE BASED ON PAINTED MARKINGS OBSERVED IN THE FIELD AND/OR ARE APPROXIMATE
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS OR RIGHTS-OF-WAY NOT SHOWN HEREIN.

NOTE: THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY BY STAR SURVEY, INC. PROPERTY LINES WERE TAKEN FROM EXISTING FIELD EVIDENCE, SURVEY DEEDS AND PLATS OF PUBLIC RECORD FROM SURVEYS AND DOCUMENTS PROVIDED TO THE SURVEYOR BY THE OWNER OR CLIENT.

I HEREBY CERTIFY THAT I HAVE CONSULTED THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP NO. 17053C0004 DATED 10/23/2006, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE SUBJECT PROPERTY IS LOCATED IN "ZONE A" WHICH IS NOT LOCATED IN A SPECIAL FLOOD HAZARD ZONE A, B, OR V.

LEASE SITE AND ACCESS, UTILITY AND MAINTENANCE EASEMENT EVIDENCE

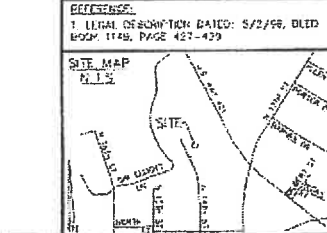
PREPARED FOR  
**BC**  
ARCHITECTS  
ENGINEERS

SITE INFORMATION:  
ERWIN  
LOWER SIDE  
SITE BEJ. 08/10/07  
OFF OF NORTH 14TH STREET  
ERWIN, HARNETT COUNTY, NC

**STAR SURVEY, INC.**  
707 EDGEFIELD ROAD  
NORTH AUGUSTA, S.C. 29841  
TEL: (803) 613-0377 FAX: (803) 613-0378

SCALE: 0' 25' 50' 100'  
1" = 50'

DRAWING NAME	DATE	SHEET NO.
080221.DWG	JULY 1, 2006	C1
PROJECT NO.	FIELD BOOK NO.	
082634	(SEE 081)	



**LEGEND**

CH. LINK FENCE	-o-	GROUND ROD	+
R. WIRE FENCE	-v-	DRY CORNER	∞
POWER LINE	- -	BY W/ B. WIRE	∞
TELE. LINE	- -	BY W/ B. WIRE	∞
SIGN	-x-	LIGHT POLE	∞
FIRE HYDRANT	∞	BY OR GPS PT	∞
WATER VALVE	∞	FIRE RACK	∞
WATER METER	∞	ICE BUILDING	∞
TELE. BOX	∞	CONC. PAD	∞
U.S. MH	∞	CONC. PAD	∞
STORM MH	∞	POWER BOX	∞

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE CALCULATED BOUNDARY LINES OF THE LEASE SITE AND EASEMENT SHOWN HEREON ARE EQUIVALENT TO THE CLASS "M" ACCURACY REQUIREMENTS AS SPECIFIED BY THE "STANDARD STANDARD MANUAL FOR THE PRACTICE OF LAND SURVEYING IN NORTH CAROLINA"

*Donald D. Peatler*  
DONALD D. PEATLER, P.S., NO. L-3859

**Bearing Table**

LINE	BEARING	LENGTH
11	S27°31'18"E	45.42
12	S61°31'34"E	58.72
13	S25°31'16"E	55.78
14	S1°05'43"W	78.05
15	S27°31'16"W	35.82
16	S61°31'34"W	36.83
17	N27°31'16"W	70.01
18	N27°31'16"W	50.84
19	N81°25'40"E	109.65
19	S27°31'16"E	105.80
17	S61°31'34"W	109.00
15	S27°31'16"W	105.65



THIS DRAWING IS THE PROPERTY OF T-MOBILE USA, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION IS STRICTLY PROHIBITED. T-MOBILE USA, INC. SHALL BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AUTHORITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL AUTHORITIES.

**BC**  
architects  
engineers

3400 BRADDOCK ROAD, SUITE 100  
DURHAM, NC 27704  
TEL: 919.486.1100  
FAX: 919.486.1101  
WWW.BCARCHITECTS.COM

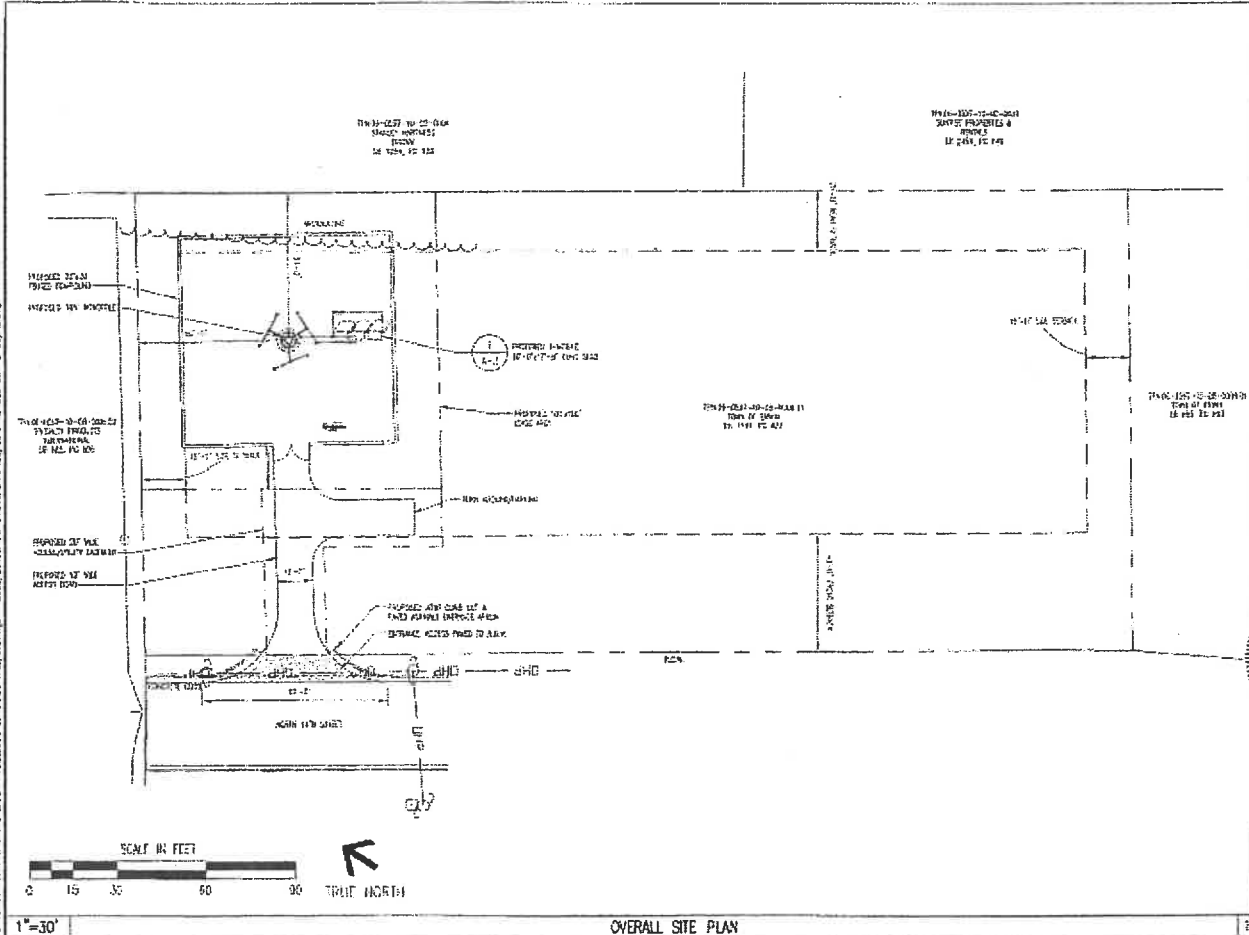
SHEET NUMBER  
**SRA0182-A**  
PROJECT NAME  
**ERWIN**  
PROJECT ADDRESS  
815 W. 14TH STREET  
ERWIN, NC 28520

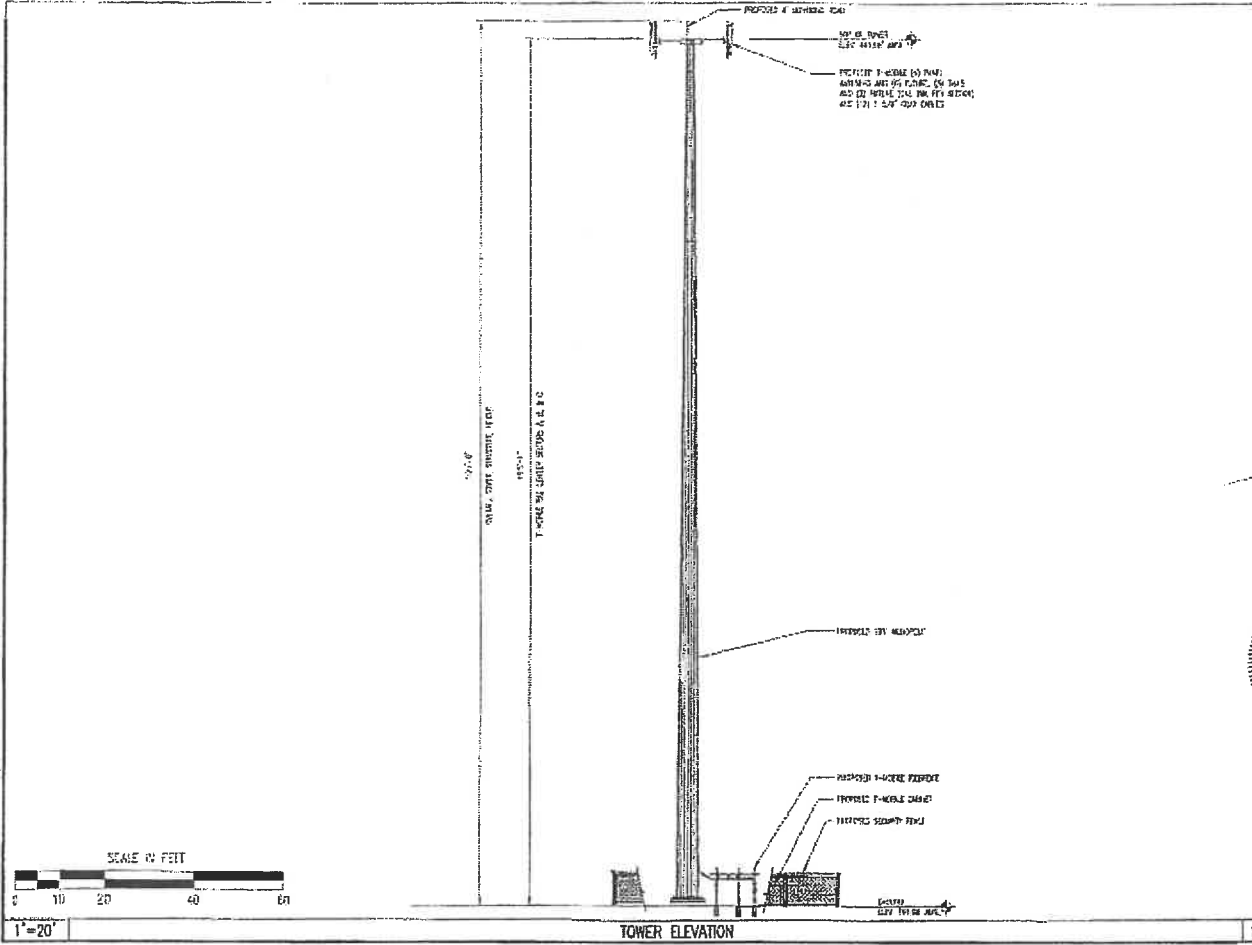


DATE	28
DATE OF SHEET	07/07
DATE OF SHEET	07/24/08
DATE OF SHEET	PRELIMINARY 08/05
DATE OF SHEET	08/07/08

**OVERALL SITE PLAN**

SHEET NUMBER	1 of 2
DATE	07/07/08
DATE	07/24/08
DATE	08/05/08
DATE	08/07/08





**T-Mobile**

TO: OWNER  
FROM: ARCHITECT

**BC**  
architects  
engineers

NEW TOWER (20' DIA.)  
EXISTING TOWER (20' DIA.)

PROJECT NO. 5RA0182-A  
DATE: 08/21/07

5RA0182-A  
ERWIN  
419 N. 14TH STREET  
ERWIN, NC 28329

REGISTERED PROFESSIONAL ENGINEER  
STATE OF NORTH CAROLINA  
NO. 28249  
ERWIN, NC

TOWER ELEVATION

SHEET NUMBER: A-2  
REV. OF: A

Site Number: 5RA0182-A  
 Site Name: Erwin  
 Market: Raleigh

**EXHIBIT C**

**Memorandum  
of  
Lease**

**MEMORANDUM OF LEASE**

Assessor's Parcel Number: 06-0597-10-08-0008.11  
Between Town of Erwin ("Landlord") and T-Mobile South, LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between Town of Erwin, a North Carolina municipal corporation, ("Landlord") and T-Mobile South, LLC, a Delaware Limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional twelve (12) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for three (3) additional and successive five-(5) year terms. The Lease including all extensions shall expire on \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:** Town of Erwin

By: \_\_\_\_\_  
Printed Name: Bryan Thompson  
Title: Town Manager  
Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Printed Name: Pamela S. Addison

Title: Town Clerk

**TENANT:** T-Mobile South, LLC

By: \_\_\_\_\_  
Printed Name: Todd Wheeler  
Title: Area Director, Network Engineering & Operations  
Date: \_\_\_\_\_

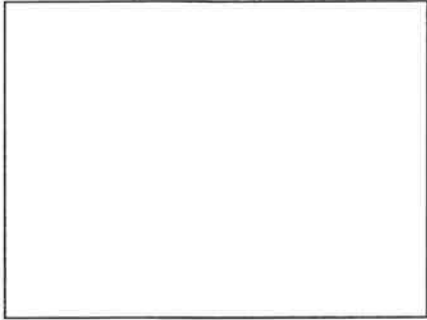
[Notary block for Landlord]

[Landlord Notary block for a Corporation, Partnership ,or Limited Liability Company]

STATE OF NORTH CAROLINA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

This instrument was acknowledged before me on \_\_\_\_\_ by Bryan Thompson, Town Manager of the Town of Erwin a North Carolina municipal corporation, and attested by Pamela S. Addison, its Town Clerk on behalf of said Town of Erwin.

Dated: \_\_\_\_\_



(Use this space for notary stamp/seal)

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

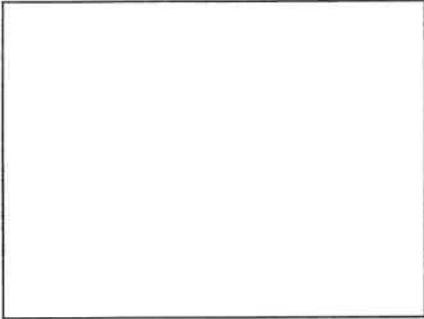
***[Notary block for Tenant]***

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Todd Wheeler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Network Engineering & Operations of T-Mobile South, LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_



(Use this space for notary stamp/seal)

**Memorandum of Lease Exhibit A  
Legal Description**

**The Property is legally described as follows:**

Property description attached hereto and incorporated by reference.



## THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Site Lease with Option (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Town of Erwin NC**, a North Carolina municipal corporation, ("**Landlord**") and **American Towers LLC f/k/a American Towers, Inc.**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Site Lease with Option dated March 3, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Twenty-Five Thousand and No/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before April 30, 2018; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on March 3, 2009 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 2, 2029. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and

Site No: 273036  
Site Name: Erwin NC

OLLAM201

return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is **One Thousand Nine Hundred Ninety-One and 82/100 Dollars (\$1,991.82.00)** per month (the "**Rent**"). Commencing on March 3, 2019 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **Town of Erwin NC**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and of no further force and effect.
4. **Deletions.** The Parties hereby acknowledge and agree that Section 15 of Lease is deleted in its entirety.
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined). If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign

all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.
8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: Town of Erwin NC, Attn: Snow Bowden, Town Manager, PO Box 459, Erwin, NC 28339; to Tenant at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116.

Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
14. **Taxes.** The Parties hereby agree that Section 10 of the Lease is deleted in its entirety. During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from

Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

*[SIGNATURES COMMENCE ON FOLLOWING PAGE]*

Site No: 273036  
Site Name: Erwin NC

**LANDLORD:**

**Town of Erwin NC**


a North Carolina municipal corporation,

Signature: *Snow Bowden*  
Print Name: **Snow Bowden**  
Title: **Town Manager**  
Date: 3/19/2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**TENANT:**

**American Towers LLC f/k/a American Towers, Inc.**  
a Delaware limited liability company

Signature:   
Print Name: Shawn Lanier  
Title: Vice President - Legal  
Date: 3-29-2018

## EXHIBIT A

*This Exhibit A may be replaced at Tenant's option as described below.*

### PARENT PARCEL

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

SITUATE IN THE CITY OF HARNETT, TOWNSHIP OF DUKE, COUNTY OF HARNETT, STATE OF NORTH CAROLINA:

COMMENCING AT AN EXISTING IRON PIPE AT THE POINT OF INTERSECTION OF THE NORTHERN R/W MARGIN OF WEST "N" STREET, 60' R/W AND THE EASTERN R/W MARGIN OF NORTH 14TH STREET, 50' R/W IN THE TOWN OF ERWIN, NORTH CAROLINA, SAID COMMENCING POINT BEING THE SOUTHWEST CORNER OF WALTER B. MCNEIL (BOOK 471, PAGE 22) NOW OR FORMERLY; THENCE LEAVING SAID POINT OF INTERSECTION AND RUNNING WITH THE EASTERN R/W MARGIN OF NORTH 14TH STREET, NORTH 03 DEG. 02 MIN. 34 SEC. EAST 468.58' TO THE POINT OF CURVATURE OF A SIMPLE CIRCULAR CURVE TO THE LEFT HAVING A RADIUS DISTANCE OF 491.76', AN ARC DISTANCE OF 204.96' WITH A CHORD BEARING AND DISTANCE OF NORTH 08 DEG. 53 MIN. 50 SEC. WEST, 203.48' TO A POINT ON THE EASTERN R/W MARGIN OF NORTH 14TH STREET, THE POINT OF BEGINNING; THENCE CONTINUING TO RUN WITH SAID R/W MARGIN A SIMPLE CIRCULAR CURVE TO THE LEFT HAVING A RADIUS DISTANCE OF 491.76', AN ARC DISTANCE OF 26.80' WITH A CHORD BEARING AND DISTANCE OF NORTH 22 DEG. 23 MIN. 57 SEC. WEST, 26.80' TO THE POINT OF TANGENCY ON SAID R/W MARGIN; THENCE CONTINUING TO RUN WITH SAID R/W NORTH 23 DEG. 57 MIN. 36 SEC. WEST, 306.25' TO THE POINT OF INTERSECTION OF EASTERN R/W MARGIN OF NORTH 14TH STREET AND THE SOUTHERN BOUNDARY OF SPECIALTY PRODUCTS INTERNATIONAL, LTD. (BOOK 885, PAGE 896); THENCE LEAVING THE EASTERN R/W MARGIN OF NORTH 14TH STREET AND RUNNING WITH THE SOUTHERN BOUNDARY OF SPECIALTY PRODUCTS INTERNATIONAL, LTD., NORTH 65 DEG. 04 MIN. 43 SEC. EAST, 157.03' TO AN EXISTING IRON STAKE IN THE WESTERN BOUNDARY OF REGISTER AVERY (739/482-485) NOW OR FORMERLY; THENCE RUNNING WITH SAID WESTERN BOUNDARY SOUTH 23 DEG. 57 MIN. 36 SEC. EAST, 336.11' TO A POINT IN SAID WESTERN BOUNDARY, THENCE LEAVING THE WESTERN BOUNDARY OF REGISTER AVERY AND RUNNING WITH A NORTHERN BOUNDARY OF THE TOWN OF ERWIN (885/893), SOUTH 66 DEG. 11 MIN. 55 SEC. WEST, 157.74' TO THE POINT OF BEGINNING AND CONTAINING 1.2061 ACRES ± (52,539 SQUARE FEET)

***Being situated in Harnett County, State of North Carolina, and being Parcel Number: 0605971008000811***



**EXHIBIT A (Continued)**

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease (10,000 square feet); (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way.

THE \_\_\_\_\_ AMENDMENT TO LEASE AGREEMENT

This [Number] Amendment to [Name of Lease] (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between [Landlord Entity], a [state/type of entity] ("**Landlord**") and [ATC Entity], a Delaware limited [Incorporation] ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

**RECITALS**

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain [Name of Lease] dated [Lease Date] (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Rent and Escalation.** Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00) per month (the "**Rent**"). The Parties hereby acknowledge and agree that all applicable increases and escalations to the Rent shall continue in full force and effect through the term of the Lease, as amended hereby. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to \_\_\_\_\_.
2. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-

in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

3. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
4. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
5. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The

representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

6. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: [Notice]; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
9. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
10. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
11. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise

of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

12. **Taxes.** During the term of the Lease, as the same may be modified and/or amended from time to time, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES FOLLOW ON NEXT PAGE]

**LANDLORD:**

**[Landlord Entity]**

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

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

[SIGNATURES CONTINUE ON NEXT PAGE]

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**TENANT:**

**[ATC Entity]**

a Delaware limited [Incorporation]

Signature: \_\_\_\_\_

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

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

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

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**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

IF NO DESCRIPTION: Being situated in the County of New Castle, State of Delaware, and being known as  
New Castle County APN: 15-010.00-053.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

DRAFT

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/ \_\_\_\_\_, Esq.  
ATC Site No: [site entry]  
ATC Site Name: [site name entry]  
Assessor's Parcel No(s): [APN]

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between [**Landlord Entity**], a [state/type of entity], ("**Landlord**") and [**ATC Entity**], a Delaware limited [Incorporation] ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

- 1. Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain [Name of Lease], dated [Date] (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
- 2. Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be \_\_\_\_\_. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
- 3. Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
- 4. Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: [Notice], To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

**LANDLORD**

**2 WITNESSES**

**[Landlord Entity]**

a [state/type of entity],

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

[SEAL]

*[SIGNATURES CONTINUE ON NEXT PAGE]*

**TENANT**

**WITNESSES**

[ATC Entity]

a Delaware limited [Incorporation]

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

## OPTION AGREEMENT TO PURCHASE COMMUNICATIONS EASEMENT

THIS AGREEMENT (this "**Option Agreement**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between [ATC Entity], a Delaware limited [Incorporation] ("**Buyer**") and [Landlord Entity], [Status/Incorporation] ("**Seller**") (Buyer and Seller being collectively referred to herein as the "**Parties**").

In consideration of the foregoing recitals and the mutual covenants set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Seller hereby grants to Buyer an exclusive option (the "**Option**") to purchase a communications perpetual, exclusive easement and perpetual, non-exclusive access and utility easement (collectively, the "**Easements**"), which Easements shall be memorialized in an easement agreement, the form and substance of which shall be substantially similar to the agreement attached hereto as **Exhibit A** and incorporated herein by reference (the "**Easement Agreement**"). The Easement Agreement shall grant, convey, and transfer to Buyer certain rights as described in the Easement Agreement over, across, in, and under that certain real property owned by Seller in the County of [County], State/Commonwealth of [State] (the "**Premises**"), and on which Buyer currently leases or subleases land from Seller pursuant to the terms of that certain [Name of Lease] dated [Date] (as the same may have been amended and modified from time to time, the "**Lease**"). The Seller shall also assign to Buyer all of Seller's right, title and interest in the Lease, including, but not limited to, Seller's right to collect any rent as described in the Lease. The Buyer shall have the sole, exclusive and absolute right to exercise the Option as provided herein. Seller hereby represents and warrants that it has the full power and authority to enter into this Option Agreement and the person(s) executing this Option Agreement on behalf of Seller, as the case may be, have the authority to enter into and deliver this Option Agreement on behalf of Seller. If applicable, Seller shall execute a resolution and consent affidavit prepared by Buyer evidencing proper signing authority, or Seller must otherwise demonstrate, in Buyer's sole and absolute discretion, the person(s) executing this Option Agreement on behalf of Seller, have the authority to enter into and deliver this Option Agreement on behalf of Seller.
2. Subject to the terms of this Option Agreement, Buyer may exercise the Option by countersigning the Easement Agreement and paying to Seller an amount equal to \_\_\_\_\_ and **No/100 Dollars** (\$ \_\_\_\_\_) [the "**Purchase Price**"] by check or by wire transfer of funds. The day on which payment is made to Seller is referred to herein as the "**Closing**". Buyer shall have the right to deduct from the Purchase Price, on a prorated basis, any prepaid monthly and/or annual rental payments made pursuant to the Lease, which are attributable to the period subsequent to the first day of the next calendar month following the date of Closing. Seller agrees to accept the Purchase Price as full and final compensation for conveying the Easements to Buyer. The Purchase Price shall be paid to, and all taxable income shall be reported by, \_\_\_\_\_. From and after the Option Effective Date, Seller shall not (and hereby agrees not to) solicit or accept any offers to purchase, lease, license, or otherwise transfer, convey, and/or assign any easement or other interests, rights, and/or title in and/or to all or any portion of the Premises or the Lease, or continue negotiations with other potential purchasers or other third parties with respect to the same, until the Termination Date (as defined below).
3. The Parties shall use best efforts to close the transaction contemplated herein within ninety (90) days of the Effective Date. Unless otherwise agreed to in writing by the Parties, this Option Agreement shall automatically terminate upon the earlier of the date of Closing or the 180<sup>th</sup> day following the Effective Date (said date being referred to herein as the "**Termination Date**"). Between the Effective Date and the sooner of the date of Closing or Termination Date, Buyer and its agents, employees, contractors, and designees may hereafter enter the Premises for the purposes of inspecting, surveying or otherwise evaluating the Premises to determine whether Buyer will, in its sole and absolute discretion, exercise the Option. Seller shall provide Buyer with any reasonable documentation requested by Buyer to facilitate payment to Seller or to otherwise assist in expediting Buyer's completion of its due diligence. If all or any portion of the Premises is encumbered by a mortgage or other security instrument, Seller agrees to obtain a Non-Disturbance Agreement ("**NDA**") from the applicable lender(s) on a form to be provided by Buyer. If, despite Seller's best efforts, Seller is unable to obtain the NDA, Seller may request a risk assessment to determine whether Buyer will exercise the Option without an NDA, in which case Seller shall provide Buyer with authorization to verify Seller's credit



worthiness and any additional documentation and/or information requested by Buyer in connection with such risk assessment.

4. Seller shall execute and deliver to Buyer the Easement Agreement, together with any other documents reasonably necessary for Buyer to record the Easement Agreement with the appropriate recorder's office and to obtain title insurance. In the event Seller executes and delivers the Easement Agreement to Buyer prior to Closing, said documents shall be held in escrow by Buyer until the earlier of Closing or termination of this Option Agreement as provided hereunder.
5. Seller hereby acknowledges and agrees that Buyer has not made any representations or warranties to Seller, including, without limitation, Buyer's likelihood of exercising the Option or the tax implications of the contemplated transaction, and the Parties further agree that all terms and conditions of the Option Agreement are expressly stated herein.
6. The Parties agree and intend for this Option Agreement to be a legally binding contract and for the terms of this Option Agreement (as well as any information furnished to Seller by Buyer in connection herewith) to remain confidential. Except for Seller's family, attorney or broker, if any, or if required pursuant to a court action or applicable law, Seller shall not disclose the terms of this Option Agreement without the prior written consent of Buyer, which may be withheld or conditioned in Buyer's sole and absolute discretion. This provision shall survive Closing and/or the termination of this Option Agreement.
7. This Option Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Option Agreement by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Option Agreement by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Option Agreement by all Parties to the same extent as an original signature. This Option Agreement shall be governed and construed by the laws of the State or Commonwealth in which the Premises is located without regard to the conflicts of laws provisions of such State or Commonwealth. Buyer may assign its rights, title, and interest in and to this Option Agreement to an affiliate or subsidiary of Buyer without the consent or approval of (or notice to) Seller.
8. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Seller at: [Notice]; To Buyer at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. Unless extended by Buyer, in Buyer's sole and absolute discretion, this Option Agreement shall automatically become null and void and of no further force and effect if it is not executed by Seller and actually received by Buyer on or before \_\_\_\_\_, 201\_\_.

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

**BUYER:**

[ATC Entity],

a Delaware limited [Incorporation],

Signature: \_\_\_\_\_

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SAMPLE

**SELLER:**

**[Landlord Entity],**  
**[Status/Incorporation],**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A**

**[EASEMENT AGREEMENT TO FOLLOW]**

SAMPLE

**Prepared by and Return to:**

Attorney [Attorney], Land Management  
Site No: [Site No]  
Site Name: [Site Name]  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

---

(Recorder's Use Above this Line)

STATE/Commonwealth of [STATE]

Assessor's Parcel No.: [APN]

COUNTY OF [COUNTY]

**EASEMENT AND ASSIGNMENT AGREEMENT**

This Easement Agreement ("**Agreement**") dated as of \_\_\_\_\_, 201\_ (the "**Effective Date**"), by and between [Landlord Entity], [Status/Incorporation] ("**Grantor**") and [ATC Entity], a Delaware limited [Incorporation] ("**Grantee**").

**BACKGROUND**

Grantor is the owner of the real property described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the "**Premises**"). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants, bargains, sells, transfers and conveys to Grantee, its successors and/or assigns: (i) a perpetual, exclusive easement (the "**Exclusive Easement**") in and to that portion of the Premises more particularly described on **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Exclusive Easement Area**"); and (ii) a perpetual, non-exclusive easement (the "**Access and Utility Easement**"; the Exclusive Easement and Access and Utility Easement, collectively, the "**Easements**") in and to that portion of the Premises more particularly described on **Exhibit "C"** attached hereto and by this reference made a part hereof (the "**Access and Utility Easement Area**"; the Access and Utility Easement Area and Exclusive Easement Area, collectively, the "**Easement Areas**"). The Easement Areas shall be used for the purposes set forth herein and shall expressly include that portion of the Premises upon which any of Grantee's fixtures, structures, equipment or other personal property are located as of the date of this Agreement.
- Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any portion of the Easement Areas for public use. All rights, easements and interests herein created are private and do not constitute a grant for public use or benefit.

3. Successors Bound. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming any interest under them.

4. Duration. The duration of this Agreement and the Easements granted herein (the "**Term**") shall be perpetual, unless Grantee provides written, recordable notice of Grantee's intent to terminate this Agreement and the Easements described herein, in which event this Agreement, the Easements, and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. For the avoidance of doubt, Grantee may, in its sole and absolute discretion, unilaterally terminate this Agreement, the Easements, and all of Grantee's obligations hereunder without the approval of or consent of Grantor as provided in the immediately preceding sentence.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneously with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term.

6. Use of Easement Areas.

a. Exclusive Easement. The Exclusive Easement Area may be used by Grantee and any of its affiliates, customers, tenants, subtenants, lessees, licensees, successors, and/or assigns together with any of the employees, contractors, consultants, and/or agents of the foregoing (collectively, the "**Permitted Parties**") for the purposes of installing, constructing, maintaining, operating, modifying, repairing and/or replacing improvements, equipment, structures, fixtures, a communications tower, antennae and other personal property as Grantee may deem necessary or appropriate, which may be located on or in the Exclusive Easement Area from time to time, for the facilitation of communications and other related uses. Any such property, including any equipment, structures, fixtures and other personal property currently on or in the Exclusive Easement Area, shall not be deemed to be part of the Premises, but instead shall remain the property of Grantee or the applicable Permitted Parties. At any time during the Term and at any time within 180 days after the termination of this Agreement, Grantee and/or any applicable Permitted Parties may remove their equipment, structures, fixtures and other personal property from the Easement Areas. Grantee may make, without the consent or approval of Grantor, any improvements, alterations or modifications to the Exclusive Easement Area as are deemed appropriate by Grantee, in its sole and absolute discretion. Grantee shall have the unrestricted and exclusive right, exercisable without the consent or approval of Grantor, to lease, sublease, license, or sublicense any portion of the Exclusive Easement Area, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement Area for any reason and shall not disturb Grantee's nor any Permitted Parties' right to use the Exclusive Easement Area in any manner. Grantee may, at Grantee's sole and exclusive option, construct a fence around all or any part of the Exclusive Easement Area and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement Area.

b. Access and Utility Easement. The Access and Utility Easement shall be used by Grantee and the Permitted Parties for pedestrian and vehicular (including trucks) ingress and egress to and from the Exclusive Easement Area at all times during the Term on a seven (7) days per week, twenty-four (24) hours per day basis. Grantee shall have the non-exclusive right to construct, reconstruct, add, install, improve, enlarge, operate, maintain and remove overhead and underground utilities, including, without limitation, electric, fiber, water, gas, sewer, telephone, and data transmission lines (including wires, poles, guys, cables, conduits and appurtenant equipment) in, on, or under the Access and Utility Easement Area in order to connect the same to utility lines located in a publicly dedicated right of way. Notwithstanding the foregoing, Grantor shall not in any manner prevent, disturb, and/or limit access to the Access and Utility Easement Area or use of the Access and Utility Easement by Grantee or any of the Permitted Parties, and Grantor shall not utilize the Access and Utility Easement Area in any manner that interferes with Grantee's or any of the Permitted Parties' use of such area as expressly provided herein. In the event the Access and Utility Easement Area cannot, does not, or will not fully accommodate the access and utility needs of the Grantee during the Term, or if it is reasonably determined by Grantor or Grantee that any utilities that currently serve the Exclusive Easement Area are not encompassed within the description of the Access and Utility Easement Area as set forth herein, Grantor and Grantee agree to amend the description of the Access and Utility Easement Area provided herein to include the description of such areas and/or to relocate the Access and Utility Easement, for no additional consideration, and to create a revised legal description for the Access and Utility Easement Area that will reflect such relocation. The Access and Utility Easement and the rights granted herein with

respect to the same shall be assignable by Grantee to any public or private utility company to further effect this provision without the consent or approval of Grantor.

7. Non-Compete. During the Term, Grantor shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Premises or Grantor's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**"), without the prior written consent of Grantee, which may be withheld, conditioned, and/or delayed in Grantee's sole, reasonable discretion.

8. Assignment. Grantee may assign this Agreement, in whole or in part, to any person or entity at any time without the prior written consent or approval of, or notice to, Grantor, including, but not limited to, an affiliate of Grantee. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all of its obligations, duties and liabilities hereunder.

9. Covenants; Representations; Warranties.

a. Grantor hereby represents and warrants to Grantee the following: (i) Grantor is the owner in fee simple of the Easement Areas, free and clear of all liens and encumbrances; (ii) Grantor has the full authority and power to enter into and perform its obligations under this Agreement, and, to the extent applicable, the person or persons executing this Agreement on behalf of Grantor have the authority to enter into and deliver this Agreement on behalf of Grantor; (iii) to the best of Grantor's knowledge, there is no condemnation proceeding pending or threatened against all or any portion of the Premises; (iv) no claim, litigation, proceeding, or investigation is pending or, to the best of Grantor's knowledge, threatened against Grantor or all or any portion of the Premises that could affect Grantee's use of the Easement Areas as contemplated herein; (v) Grantor has not filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by its creditors or suffered the appointment of a receiver to take possession of substantially all of its assets; (vi) to the best of Grantor's knowledge, the Premises is in compliance with all applicable laws, ordinances and regulations, including those governing Hazardous Materials (as defined below); (vii) to the best of Grantor's knowledge, there is no proceeding pending or threatened to change the zoning status of the Premises; (viii) Grantor is not indebted to any party, including, without limitation, any local or state or the federal government for which a lien or claim of lien has been or could be asserted against all or any portion of the Premises; (ix) there are no leases, written or oral, affecting all or any portion of the Easement Areas, except for any agreements entered into between Grantee or its affiliates and third parties; (x) the Easement Areas do not constitute or form a part of Grantor's homestead, or, in the event that the Easement Areas are located upon homestead property, then Grantor's spouse (if applicable) shall join in the execution of this Agreement; (xi) Grantor has paid all taxes, assessments, charges, fees, levies, impositions and other amounts relating to the Premises due and payable prior to the Effective Date; and (xii) Grantee shall peaceably and quietly hold, exercise, and enjoy the Easements during the Term without any hindrance, molestation or ejection by any party whomsoever.

b. During the Term, Grantor shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Premises, including the Easement Areas. Grantee hereby agrees to reimburse Grantor for any personal property taxes in addition to any increase in real property taxes levied against the Premises, to the extent both are directly attributable to Grantee's improvements on the Easements (but not, however, taxes or other assessments attributable to periods prior to the date of this Agreement), provided, however, that Grantor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Grantee) of such personal property taxes or real property tax increase to Grantee along with proof of payment of same by Grantor. Anything to the contrary notwithstanding, Grantee shall not be obligated to reimburse Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Grantor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Grantee from time to time. Subject to the requirements set forth in this Section, Grantee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Grantor. Grantee shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Grantee. If Grantor fails to pay when due any taxes affecting the Premises as required herein, Grantee shall have the right, but not the obligation, to pay such taxes on Grantor's behalf and: (i) deduct the full amount of any such taxes paid by Grantee on Grantor's behalf from any future payments required to be made by Grantee to Grantor hereunder; (ii) and demand reimbursement from Grantor, which reimbursement payment Grantor shall make within ten (10) days of such demand by Grantee; and/or (iii) collect from

Grantor any such tax payments made by Grantee on Grantor's behalf by any lawful means.

c. Without Grantee's prior written consent, which consent may be withheld or conditioned in Grantee's sole and absolute discretion, Grantor shall not (i) cause any portion of the Easement Areas to be legally or otherwise subdivided from any master tract of which it is currently a part, or (ii) cause any portion of the Easement Areas to be separately assessed for tax purposes.

d. Grantor shall not suffer, grant, create, transfer, or convey (or cause to be suffered, granted, created, transferred, or conveyed) any claim, lien, encumbrance, easement, interest, restriction or other charge or exception to title to the Easement Areas or any other portion of the Premises that would adversely affect Grantee's use of the Easement Areas as contemplated herein.

e. Grantor shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Premises in violation of any Environmental Laws (as defined below). As used herein, "**Hazardous Materials**" shall mean any: contaminants, oils, asbestos, PCBs, hazardous substances, or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials the removal of which are required or the maintenance of which are prohibited or regulated by any federal, state, or local governmental authorities having jurisdiction over all or any portion of the Premises. As used herein, "**Environmental Laws**" shall mean any laws, regulations, ordinances, and/or administrative orders applicable to all or any portion of the Premises, which govern Hazardous Materials.

f. Grantee shall not, and shall not permit any third party to use, generate, store, or dispose of any Hazardous Materials on, under, about, or within the Easement Areas in violation of any Environmental Laws.

g. Grantor hereby agrees to and does indemnify and shall defend and hold harmless Grantee and its officers, directors, shareholders, agents, contractors, and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein.

h. The representations, warranties, covenants, agreements, and indemnities contained in this section shall survive the execution and delivery of this Agreement indefinitely.

10. Non-Disturbance. During the Term, Grantor will not improve or alter the Premises or grant, convey, transfer, or otherwise enter into any other easement, ground lease, lease, license, or similar agreement or contract with respect to any portion of the Premises if the same would interfere with, disturb, limit, or impair Grantee's permitted use of the Easement Areas. Grantor hereby acknowledges that Grantee and the Permitted Parties are currently utilizing the Exclusive Easement Area for the purpose of transmitting and receiving communication signals, including, but not limited to, wireless telecommunications signals. Grantor and Grantee recognize and acknowledge that Grantee's use of the Easement Areas set forth in this Agreement would be materially frustrated if the communications signals were blocked or otherwise interfered with, or if access and/or utilities to and from the Exclusive Easement Area were inhibited, even if temporarily. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing and shall promptly undertake any remedial action necessary to comply with the terms and provisions of this Section. Grantee shall have the express right, among others, to seek an injunction to prevent any of the activities prohibited by this Section.

11. Grantee's Securitization Rights; Estoppel. Grantor hereby consents to the granting by Grantee of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to and lying within the Exclusive Easement Area and further consents to the exercise by Grantee's mortgagee ("**Grantee's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Grantor shall recognize the holder of any such Security Interest of which Grantor is given prior written notice (any such holder, a "**Holder**") as "Grantee" hereunder in the event a Holder succeeds to the interest of Grantee hereunder by the exercise of such remedies. Grantor further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Grantee or Holder.

12. Notices. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:



To Grantee: [ATC Entity]  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801

To Grantor: Joe Smith  
P.O. Box  
Town, MA 01234

With copy to: [ATC Entity]  
c/o American Tower  
116 Huntington Avenue  
Boston, MA 02116  
Attn: Legal Department

Grantor or Grantee, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

13. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall automatically be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

14. Miscellaneous. This Agreement shall be recorded at the sole expense of Grantee and shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth. The captions and headings herein are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions, scope or intent of this Agreement. This Agreement and any other documents executed in connection herewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressly set forth herein. Grantee has not provided any legal or tax advice to Grantor in connection with the execution of this Agreement. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement that is signed by each of the parties hereto.

15. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee in this Agreement, or in any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantor or Grantee.

16. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Grantor and Grantee are not signatories to the original or the same counterpart.

17. Severability. Should any part or provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Agreement, and they shall remain in full force and effect and this Agreement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or

to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities, (b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.

18. Attorney's Fees. If there is any legal action or proceeding between Grantor and Grantee arising from or based on this Agreement, the non-prevailing party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements, actually incurred by such prevailing party in connection with such proceeding and in any appeal in related thereto. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

19. Government Approvals/Applications. Grantor hereby covenants and agrees that (a) neither Grantor nor any affiliate of Grantor shall at any time oppose in any manner (whether at a formal hearing, in written documentation, or otherwise) any zoning, land use or building permit application of Grantee and (b) Grantor shall promptly cooperate with Grantee in making application for and/or otherwise obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easement Areas.

20. Assignment of Ground Lease. The parties hereby acknowledge and agree that the Premises is currently subject to that certain [Name of Lease] dated [Date] originally by and between \_\_\_\_\_ and \_\_\_\_\_ as amended from time to time (collectively, the "Lease"), as evidenced by that certain memorandum of lease recorded in the records of [County] County, [State]. Grantor hereby acknowledges and agrees that there currently exists no default under the Lease, and no conditions that, with the passage of time, would constitute a default under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee all of Grantor's rights, title and interests in, to, and/or under the Lease, including, without limitation, all rents and other monies due to Grantor under the Lease from and after the Effective Date, and Grantee hereby accepts and assumes all of the obligations which are the responsibility of the landlord under the Lease from and after the Effective Date. Grantor hereby releases and forever remises Grantee from all claims arising under the Lease. Grantor hereby indemnifies and holds Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantee and/or the Permitted Parties with respect to or in connection with matters arising or accruing under the Lease prior to the Effective Date. Grantee hereby indemnifies and holds Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) which are actually asserted, instituted, assessed, incurred, and/or sustained against or by Grantor with respect to or in connection with matters arising or accruing under the Lease from and after the Effective Date.

21. Further Acts; Attorney-in-Fact. Grantor, at Grantee's sole cost and expense, shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may be reasonably required to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute, deliver, and submit land-use, building permit and zoning applications related to Grantee's permitted use of the Easement Areas, on behalf of Grantor, to federal, state and local governmental authorities.

22. Survey. Grantee may elect, at Grantee's expense, to cause a boundary, as-built or similar survey of all or any portion of the Easement Areas (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Premises is located. Grantor further agrees that upon written notice from Grantee to Grantor, Grantee may elect, in Grantee's sole and absolute discretion, to replace Exhibit B and Exhibit C with a revised Exhibit B and Exhibit C depicting and/or describing the Exclusive Easement Area and Access and Utility Easement Area, as applicable, in accordance with the Survey prepared at Grantee's election.

23. Waiver. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL GRANTOR OR GRANTEE BE LIABLE TO THE OTHER FOR, AND GRANTOR AND GRANTEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE RIGHT TO RECOVER INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE OR LOSS OR BUSINESS OPPORTUNITY), PUNITIVE, EXEMPLARY, AND SIMILAR DAMAGES.

24. Condemnation. In the event Grantor receives notification of any condemnation proceeding affecting the Easement Areas, or any portion thereof, Grantor shall provide notice of the proceeding to Grantee within forty-eight (48) hours. If a condemning authority takes all of the Easement Areas, or any portion thereof, Grantee shall be entitled to pursue Grantee's own award in the condemnation proceeds, which for Grantee will include, where applicable, the value of its communications facility, moving expenses, consideration paid to Grantor for the Easements, and business dislocation expenses.

*[END OF DOCUMENT – SIGNATURE PAGES AND EXHIBITS TO FOLLOW]*

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year set forth below.

**GRANTOR:**

**2 WITNESSES**

**[Landlord Entity],**  
a [Status/Incorporation],

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**GRANTEE:**

**2 WITNESSES**

**[ATC Entity]**

a Delaware limited [Incorporation]

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this the \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

{Seal}

**Attachments:**

- Exhibit "A" – Premises
- Exhibit "B" – Exclusive Easement Area
- Exhibit "C" – Access and Utility Easement Area

**Exhibit "A"**  
**The Premises**

*This Exhibit A may be replaced by descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Premises*

SAMPLE

**EXHIBIT "B"**  
**Exclusive Easement Area**

*This Exhibit B may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Exclusive Easement Area, and if applicable, guy wire and guy anchor easements*

SAMPLE

**EXHIBIT "C"**  
**Access and Utility Easement Area**

*This Exhibit C may be replaced with descriptions and/or depictions from an As-Built Survey conducted by Grantee at Grantee's option that depict and/or describe the Access and Utility Easement Area*

All existing utility and access easements from Exclusive Easement Area to a public right of way including but not limited to:

SAMPLE



**Prepared by and Return to:**  
Attorney [Attorney], Land Management  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801  
Tax Parcel ID No: [APN]

---

**MARITAL STATUS AFFIDAVIT AND SPOUSAL CONSENT TO PERPETUAL EASEMENT**

**RE:** Option Agreement to Purchase Communications Easement, and Easement and Assignment Agreement by and between [Landlord Entity], [Status/Incorporation] ("**Grantor**") and [ATC Entity], a Delaware limited [Incorporation] ("**Grantee**") effective on \_\_\_\_\_, 201\_\_, (collectively, the "**Easement**") involving an up-front, lump-sum payment made by Grantee to Grantor to obtain a perpetual easement on a portion of the real property owned by Grantor.

I, \_\_\_\_\_, as Grantor, hereby declare under the pains and penalties of perjury that

I am (*circle one*) Married/Single.

My Spouse's name is \_\_\_\_\_. I declare that Grantee and any third party may rely on this document and may accept a faxed, scanned or otherwise electronically reproduced copy of this document as if it were an original.

[SIGNATURE(S) NEXT PAGE]

**GRANTOR:**

**2 WITNESSES**

**[Landlord Entity]**  
a [Status/Incorporation],

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

[SPOUSAL CONSENT, IF APPLICABLE, NEXT PAGE]

**SPOUSAL CONSENT TO PERPETUAL EASEMENT**

I, \_\_\_\_\_, legal spouse of \_\_\_\_\_, as Grantor, hereby consent to the above referenced Easement and all provisions therein, and agree to be legally bound by the Easement. I hereby waive and release any and all homestead and/or dower or curtesy rights that I may have in the Easement and the property encumbered by the Easement. I authorize Grantee to remit all proceeds due under the Easement to Grantor (or as otherwise specified by Grantor) and agree that all taxable income shall be reported by Grantor (or as otherwise specified by Grantor). I further authorize Grantee to accept and rely on a faxed, scanned or otherwise electronically reproduced copy of this authorization as if it were an original.

**SPOUSE**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2 WITNESSES**

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

{Seal}

## **Instructions for completing the Resolution and Consent Affidavit**

*\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

Attorney [Attorney], Land Management  
c/o American Tower  
10 Presidential Way  
Woburn, MA 01801  
Tax Parcel ID No: [APN]

---

**RESOLUTION AND CONSENT AFFIDAVIT**

**[Landlord Entity], [Status/Incorporation]**

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees (collectively "**Affiants**") of the above referenced entity (the "**Seller**"), hereby declare and resolve the following:

1. Seller (*or its predecessor in interest*) has leased or subleased a portion of land to [ATC Entity], a Delaware limited [Incorporation] (*or its predecessor in interest*), (hereinafter "**Buyer**") under a [Name of Lease] originally dated [Date] (as the same may have been amended, the "**Lease**").
2. Seller and Buyer desire to enter into an Option Agreement to Purchase Communications Easement, and an Easement and Assignment Agreement (collectively, the "**Easement**") which will grant Buyer a perpetual easement in, over, under, across and through land owned by the Seller and Buyer will provide a one-time, lump-sum payment to Seller as more fully set forth in the Easement.
3. Seller is a legal entity and in full compliance with all applicable laws required by the state in which Seller is located and originally created, or if not in compliance, the Affiants listed hereunder are all the only legal and equitable interest owners of Seller and are the only Members, Partners, Directors, Shareholders or Trustees of Seller.
4. The Affiants hereby consent to the Easement and all provisions therein and declare that Seller is hereby authorized to enter into the Easement with Buyer.
5. The Affiants also declare that they have full legal authority to bind Seller under the laws of the State or Commonwealth upon which Seller's property is located and Affiants have the full authority to execute any and all agreements on behalf of Seller and to nominate individuals to act on Seller's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute the Easement on behalf of Affiants and Seller, as well as any other documents necessary to complete the Easement transaction and comply with the provisions therein. The Nominee shall have full power and authority to act on

behalf of Affiants and on behalf of Seller for the sole purpose of completing the Easement transaction. In addition, the Nominee shall have full authority to direct the manner in which all payments will be made by Buyer to Seller pursuant to the Easement, including identifying which bank accounts to transfer funds to in the event a wire payment is made by Buyer.

**NOMINEE:** (Print Name) \_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_

7. This document shall become effective as of the date of the last notarized signature of Affiants listed below.
8. Buyer and any third party may rely on a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended by addendum or other instrument that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES NEXT]

SAMPLE

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 1**

Signature: \_\_\_\_\_

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

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

**2 WITNESSES**

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

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

Percentage Ownership or Voting Interest: \_\_\_\_\_%

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 201\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW:

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

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

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

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

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

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

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

{Seal}



**AMERICAN TOWER™**  
CORPORATION

**DISCLOSURE AND AUTHORIZATION FORM**

I, \_\_\_\_\_, ("**Grantor**") hereby authorize American Tower and its subsidiaries ("**ATC**") to obtain my credit report and any other personal financial information.

I understand that after ATC obtains and reviews my information and assesses the financial risks involved in entering a transaction with me, that ATC has the right, in its sole and absolute discretion, to refuse to enter into any contemplated transactions and that the financial investigation to be performed by ATC is no guarantee that a pending transaction will be approved by ATC.

**My Social Security Number is:** \_\_\_\_\_

**GRANTOR:**

Signature: \_\_\_\_\_

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

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

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: Al Woodall Park Parking

---

Our Town Engineer Bill Dreitzler prepared this plan a year or so again. At the time, we were not ready to move forward with it. This proposed plan would allow us to expand our current parking lot at Al Woodall Park and utilize the area that used to have the gazebo located on it. This is a preliminary plan that would allow for 31 additional spots. We would lose three spots from our existing parking lot to make this work. These improvements would require a lot of dirt to be hauled in to level the area to prepare the site for the additional parking. In the current market, I would estimate that this project might be a \$60-\$70k job.

**DM2**  
ENGINEERING, PLLC

211 EAST CUMMINGS DRIVE  
WYOMING, NC 28786  
PHONE: (813) 816-2265

P.O. BOX 1448  
ROANOKE HILLS, NC 27870  
PHONE: (813) 532-2564

ENGINEER'S SEAL AND SIGNATURE

NAME OF PROJECT  
PROJECT LOCATION  
SHEET NAME

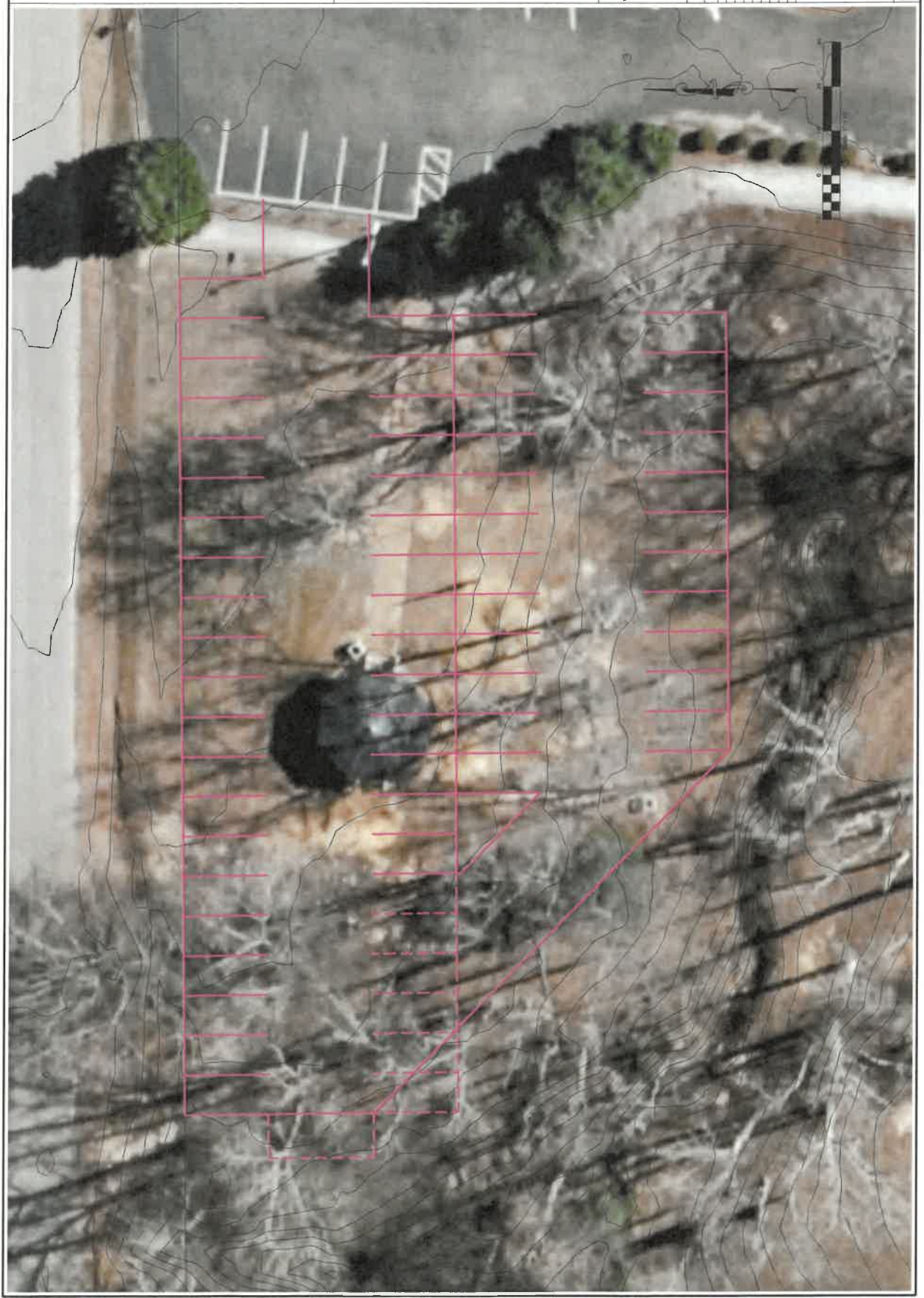
PRELIMINARY PLANS  
NOT FOR CONSTRUCTION

REVISIONS

NO.	BY	DATE	DESCRIPTION

DRAWN BY: NSR  
DESIGNED BY: NSR  
CHECKED BY: WYD/A  
PROJECT NO.: 2010-04  
START DATE: 02-10-2013  
SCALE: 1" = 10'

SHEET: C-X OF X



**DMA2**  
**ENGINEERING, PLLC**

211 EAST OAKWOOD DRIVE  
 FAYETTEVILLE, NC 28404  
 PHONE: (919) 618-2233

P.O. BOX 1448  
 RENOKE PARK, NC 27870  
 PHONE: (827) 312-2984

ENGINEER'S SEAL AND SIGNATURE

**AL WOODALL PARK  
 PARKING EXPANSION  
 WEST A STREET  
 ERWIN, NORTH CAROLINA**

SHEET NAME

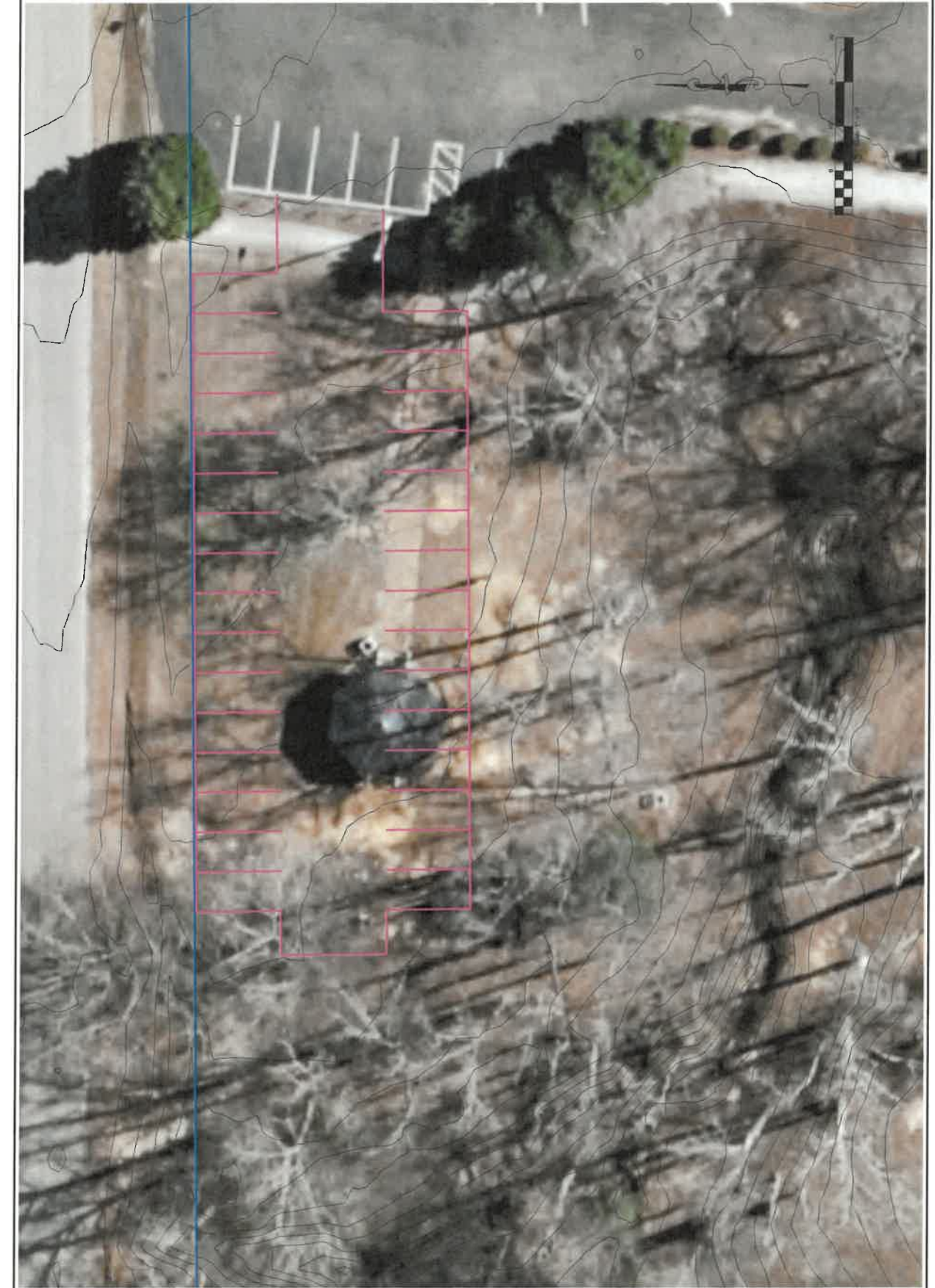
**\* PRELIMINARY PLANS \*  
 NOT FOR  
 CONSTRUCTION**

**REVISIONS**

NO.	BY	DATE	DESCRIPTION

DRAWN BY: NSR  
 DESIGNED BY: NSR  
 CHECKED BY: WWD  
 DATE PLOTTED: 08/02/2018  
 START DATE: 06/27/2018  
 SCALE: 1" = 10'

SHEET: C-X OF X





**MINUTES CONTINUED FROM JULY 24, 2023**

*Ms. Stephenson provided the Board with a pamphlet of Barn Quilts of Harnett County, NC which is attached to these minutes.*

**The consensus of the Board was to instruct Town Clerk Lauren Evans to prepare a Proclamation and to place this item under Consent on the agenda for our Regularly Scheduled Meeting in August.**

**Bench Donation Program**

Town Manager Snow Bowden stated we stole an idea from the Town of Wake Forest. They have a Bench Donation program but we expanded it. The donated benches would be similar to the bench donated by Eagle Scout, Aidan Johnson, in front of the Erwin History Room. This would be a great program for locals to donate a bench for historical areas in Town and the bench could be donated in memory of a lost loved one. The best would be to have benches on the rail trail and he recommended avoiding DOT right of way. He suggested areas such as Erwin Fire and Rescue, the gazebo, the old mill, the old bank, the old movie theater, Good Hope Hospital, etc. Resident, Si Harrington of the Erwin Historical Society has volunteered to assist with the program.

Commissioner Byrd inquired about the cost.

Town Manager Snow Bowden stated the Town would not have any cost. The person donating the bench would be responsible for paying for the bench and the cost to anchor it down.

Mayor Baker stated he spoke with Richard Royal, a local welding craftsman and the person who made the bench in front of the Erwin History Room. Mr. Royal stated the bench in front of the Erwin History Room was built oversized and had several different layers. A typical bench was four feet wide. The Town of Erwin could sponsor the Trail Program and residents/businesses can donate the benches. He used himself as an example, nothing about the donator will be on the bench but there can be a sign placed beside the bench for recognition. He wanted to start with 10 spaces around Town.

**The consensus of the Board was to instruct Town Manager Snow Bowden to draft a formal policy, identify more sites, ask Mr. Royal to create designs for the benches and bring it all back before the Board at another Workshop.**

**West K Street**

Town Manager Snow Bowden provided the Board with an update on West K Street. The Town received six RFQ submittals for the project on West K Street. Town Engineer Bill Dreitzler had reviewed all six and had reached out to the selected firm to begin negotiation. Staff hoped to have a presentation for the Board at our next regularly scheduled Workshop in August.

**SU-2023-003**

**Town Manager Snow Bowden made the Board aware of the Public Hearing scheduled for case SU-2023-003 at our Regularly Scheduled Meeting in August. No discussion was had among the Board.**

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: Barn Quilt

---

The Erwin Historical Society has reached out to me and they would like to put a barn quilt image on the side of the Erwin History Room. Barn Quilts have taken off in popularity recently. They have a significant place in our country's history dating back to the Revolutionary War from what I have been told. We have some information provided in this packet from the Erwin Historical Society in regard to this request. If we want to allow this request we need some sort of policy to go along with it in my opinion. We need to figure out what we might allow on any of our Town maintained buildings.

July 24, 2023

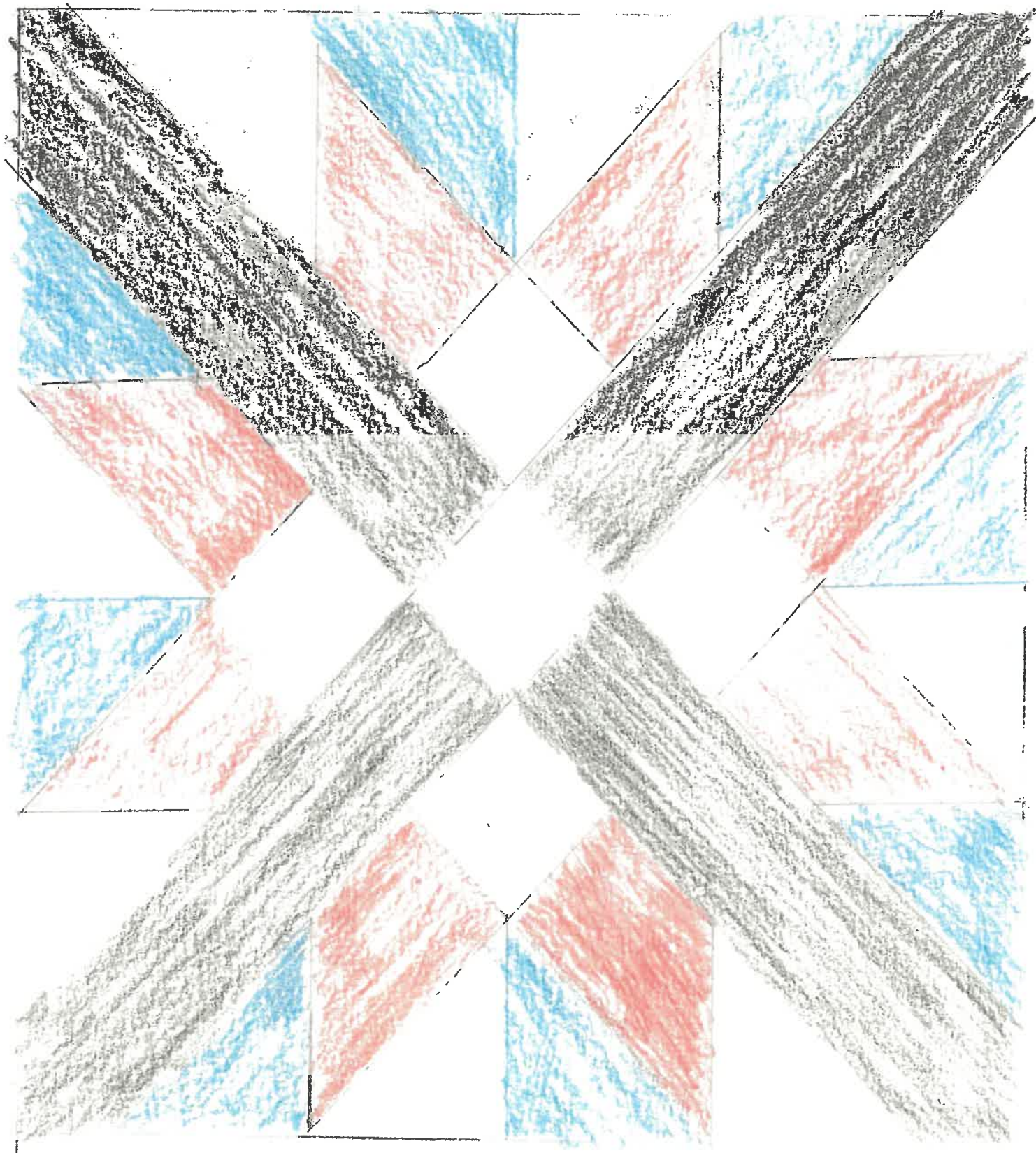
Barn Quilt proposal for the  
Erwin Historical Society, Inc. Museum  
100 West F Street, Erwin, NC 28339

My name is Teresa Stephenson, I am a member of the Erwin Historical Society. The Erwin Historical Society would like to gain permission to place a historically accurate barn quilt on the front wall of 100 West F Street to the right of the front entrance to the Erwin Historical Society Museum. Where currently the letters for the Erwin Public Library are placed. This placemat was chosen instead of the side of the building for lighting and security reasons.

Since the train has always been a vital part of Erwin's history a design representing train and travel has been chosen in the colors of red, black and white, the size would be four feet by four feet, please see attached. I personally would cover the expense of this barn quilt and only ask for recognition of donating materials and as artist.

The purpose of this Barn Quilt is to assist in bringing tourism to the area and to be eventually included in the Harnett County's Barn Quilt Trail.

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# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: Bench Donation Program

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The Town of Erwin would like to start a bench donation program. The goal of this program is to offer area residents an option to remember friends, loved ones, recognize a civic group, promote a business. The benches would have designs on them similar to the bench by the Erwin History Room. These benches would tell the story of our rich history. The benches will have predetermined designs that are illustrations of something that is historical to the Town of Erwin. The benches would be placed in a way that creates a historical trail and there would be no cost to the Town. The person or business owner that makes the donation would cover the entire cost of the project.

#### Guidelines:

- The person or business owner that makes the donation will be required for the full costs of the bench including the installation of the bench. We are still working on the price.
- Bench locations will be predetermined by the Town of Erwin Staff
- The design on each bench will be predetermined by Town of Erwin Staff
- At the donor's option, the name of the loved one (or business name) may be memorialized with a small plaque next to the bench
- Non-perishable items such as photos, plastic flowers and beads are not permitted and will be removed.
- The Town of Erwin will make every reasonable effort to maintain the benches but will not be responsible for acts of nature, damage or vandalism. At the Town's discretion, The town may make repairs to the bench if feasible. But we are not required to replace or repair any damaged benches.
- The Town of Erwin reserves the right to remove or relocate e bench if the Town determines that removal is in its best interest.

#### Potential locations:

- Next to Erwin Fire and Rescue Department (if we could stay out of the NCDOT right-of-way that would be best)
  - Bench to memorialize the Erwin Fire and Rescue Department
- Near the gazebo on the Central Carolina Industrial Park
  - Bench to memorialize the mill
- First block of East H Street (two benches on the Dunn-Erwin Rail Trail)
  - Bench to memorialize something significant to downtown
- Bench on the fourth block of East H Street (near Good Hope Hospital)
  - Bench to memorialize Good Hope Hospital
- Bench near East F Street and Erwin Elementary
  - Bench to memorialize Erwin High School
- Head down East F Street to the existing bench in front of the Erwin History Room already
- We could identify future areas heading down East F Street towards the Dunn-Erwin Rail Trail extension

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: West K Street

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We received six REQ submittals for the West K Street project. Our Town Engineer Bill Dreitzler has reviewed all six of them and has scored them. We will be reaching out to the selected firm to start contract negotiations next week. Any item(s) involving expenditures will be presented to the Town Council for review and discussion.

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

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To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: SU-2023-003

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The Town has received an application for a special use permit for a vacant parcel located off of North 13<sup>th</sup> Street (HWY 217). The parcel is undeveloped and does not have an address. It is located directly across from W.N. Porter Park and is adjacent to the apartment complex Oakdale I. The parcel can be identified by its Harnett County Tax PIN #0597-66-7341.000. The applicant is seeking a special use permit to build ten (10) multi-family units. They are applying for a grant to develop this site and do not have a site plan at the moment. If this request is approved the site plan would have to follow all of the guidelines pertaining to our R-6 Zoning District or any other conditions that might be placed on this special use permit by the Town Board.



PAID

JUL 07 2023



TOWN OF ERWIN

100 West F St., Post Office Box 459  
Erwin, NC 28359  
(910) 897-5140 V (910) 897-5543 F  
www.erwin-nc.org

TOWN OF ERWIN

check 11286

SPECIAL USE PERMIT APPLICATION

In the Matter Of the Request to the Erwin Board of Commissioners

Applicant Name	JLH Community Action	Property Owner Name	E.S. Turlington Est.
Mailing Address	PO Drawer 711	Mailing Address	PO Box 1027
City, State, Zip	Smithfield, NC 27577	City, State, Zip	Dunn, NC 28335
Telephone	919-934-2145	Telephone	859-489-7514
Email	jlhca@jlhcommunityaction.org	Email	Turlingtonstuart@gmail.com
Address of Subject Property	N. 13th Street, Erwin, NC		
Parcel Identification Number(s) (PIN) of Subject Property	0597 - 66 - 7341 .000		
Legal Relationship of Applicant to Owner	Contract Purchase	Floodplain SFHA	<u>Yes</u> X <u>No</u>
Legal Description: Lot	Block	Subdivision	
Zoning District	Wetlands	Yes X No	Watershed Area Yes X No
Public Water Available: <u>Y</u> or N	Public Sewer Available: <u>Y</u> or N	Existing Septic Tank: Y or <u>N</u>	
Number of Buildings to Remain	N/A	Gross Floor Area to Remain N/A	
Describe Proposed Project or Request with Conditions proposed by applicant: 10 Multi-family Units (1-1BR Duplex - 2 Units; 4-2BR Units; 4-3BR Units)			
Total Acreage or Square Footage to be Disturbed	Approx. 2 Ac.		
Estimated Cost of Project \$	4 Million		

Attach a scaled illustrative plot or site plan showing all lot dimensions, buildings, structures, driveways, parking spaces, and distances between structures and property lines.

Provide complete mailing addresses for each adjacent property owners (also property within 100 feet) and/or property owners directly across a street, if any. Names and addresses must be from current Harnett County tax listings.

Date Application Submitted 6/27/23 Office Use Only Application Fee \$ 300 Received By MSB

Case # SU-2022-003

**Town of Erwin Planning Board  
Special Use Guidelines for Findings of Fact**

1. The use requested is listed among the special uses in the district for which application is made:

Yes   No \_\_\_\_\_

2. The requested use is essential or desirable to the public convenience or welfare

Yes   No \_\_\_\_\_

3. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare

Yes   No \_\_\_\_\_

4. The requested use will be in conformity with the Land Development Plan

Yes   No \_\_\_\_\_

5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided

Yes   No \_\_\_\_\_

6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

Yes   No \_\_\_\_\_

7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners pursuant to the recommendations of the Planning Board

Yes   No \_\_\_\_\_

SU-2023-003



**TOWN OF ERWIN**  
 100 West F St., Post Office Box 459  
 Erwin, NC 28339  
 (910) 897-5140 V (910) 897-5543 F  
 www.erwin-nc.org

**SPECIAL USE APPLICATION**  
**Record of Adjacent Property Owners**  
 With Mailing Addresses Per Harnett County Land Records

Property Owner (1)	DTH Management Group	Mailing
Address	PO Box 1567	City Dunn ST NC Zip 28335
Property Owner (2)	E. S. Turlington Est.	Mailing
Address	PO Box 1027	City Dunn ST NC Zip 28335
Property Owner (3)		Mailing
Address		City ST Zip
Property Owner (4)		Mailing
Address		City ST Zip
Property Owner (5)		Mailing
Address		City ST Zip
Property Owner (6)		Mailing
Address		City ST Zip
Property Owner (7)		Mailing
Address		City ST Zip
Property Owner (8)		Mailing
Address		City ST Zip
Property Owner (9)		Mailing
Address		City ST Zip
Property Owner (10)		Mailing
Address		City ST Zip
Property Owner (11)		Mailing
Address		City ST Zip
Property Owner (12)		Mailing
Address		City ST Zip
Property Owner (13)		Mailing
Address		City ST Zip

SU- 203 007

**Revocation:** In any case where the conditions of the Special Use Permit have not been or are not being complied with, the Building Inspector shall give the permitted notice of intention to revoke such permit at least ten (10) days prior to a Board of Commissioners review thereof. After conclusion of the review, the Board of Commissioners may revoke such permit.

**Expiration:** In any case where a Special Use Permit has not been exercised within the time limit set by the Board of Commissioners, or within one year if no specific time limit has been set, then without further action, the permit shall be null and void. "Exercised" as set forth in this section shall mean that binding contracts for the construction of the main building have been let; or in the absence of contracts that the main building is under construction to a substantial degree; or that pre-requisite conditions involving substantial investment are contracted for, in substantial development, or completion (sewer, drainage, etc.). When construction is not part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set for in the permit.

**Duration:** Duration of a special use and any conditions attached shall be perpetually binding to the property unless it is expressly limited.

Applicant Signature and Date: E. Marie Watson / 1/1/18



GIS/E-911 Addressing  
May 17, 2023

1 inch = 188 feet

Scale: 0 80 160 320 Feet

Compass: N, S, E, W

Approx. 2.79k

Cape Fear River

Legend:

- Surrounding County Boundaries: City Limits, County Boundary, Address Numbers
- MajorRoads: Interstate, NC, US
- Airport
- Roads: Roads, Mile\_Markers, Mile\_Markers, Railroad, Parcels



# Harnett County GIS

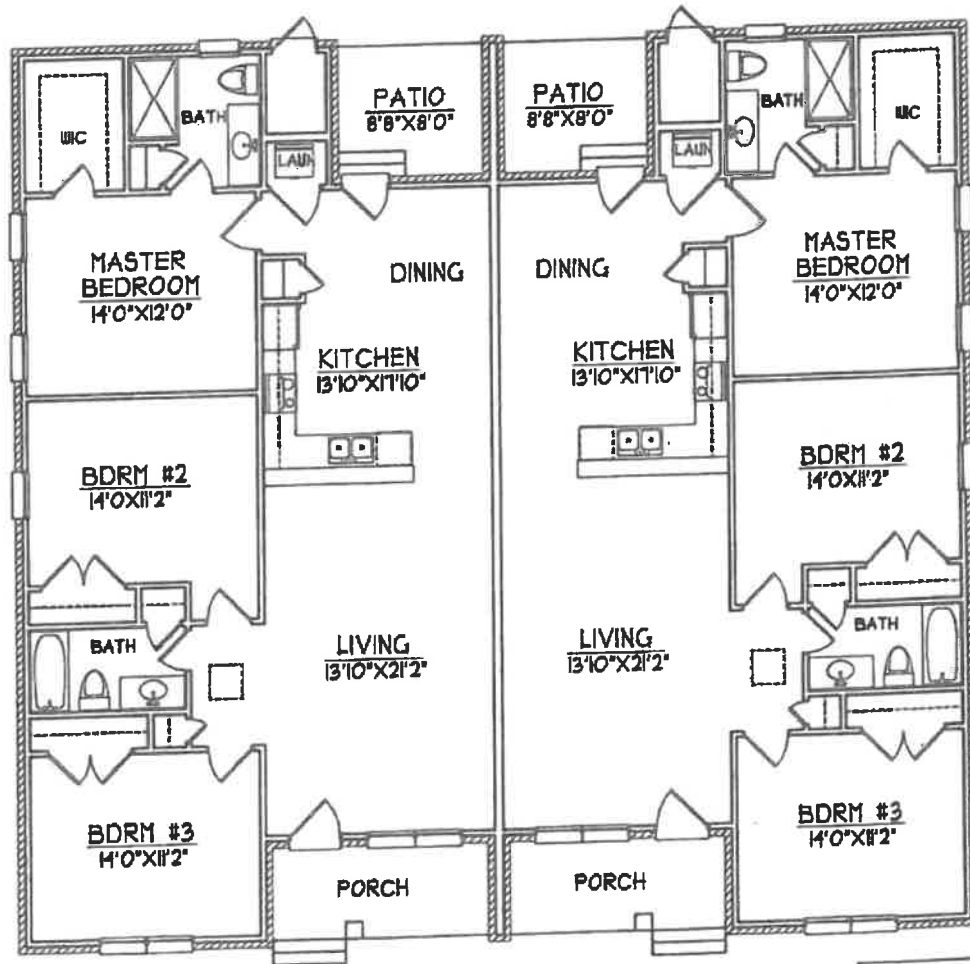
**PID:** 06059711050003 02  
**PIN:** 0597-66-7341.000  
**Account Number:** 602457000  
**Owner:** TURLINGTON EDWARD S  
**Mailing Address:** P O BOX 1027 DUNN, NC 28335-0000  
**Physical Address:** N 13TH ST NC ac  
**Description:** PART TR#8 MAP#G-3 2 ACS MB#12/54  
**Surveyed/Deeded Acreage:** 2  
**Calculated Acreage:** 2  
**Deed Date:** 231310800000  
**Deed Book/Page:** 655 - 0959  
**Plat(Survey) Book/Page:** -  
**Last Sale:** 1977 - 5  
**Sale Price:** \$0  
**Qualified Code:** X  
**Vacant or Improved:** V  
**Transfer of Split:**  
**Actual Year Built:**  
**Heated Area :** SqFt  
**Building Count :** 0

**Building Value:** \$0  
**Parcel Outbuilding Value:** \$0  
**Parcel Land Value:** 31130  
**Market Value:** \$31130  
**Deferred Value:** \$0  
**Total Assessed Value:** \$31130  
**Zoning:** Residential - 2.0 acres (100.0%)  
**Zoning Jurisdiction:** Erwin  
**Wetlands:** No  
**FEMA Flood:** Minimal Flood Risk  
**Within 1mi of Agriculture District:** Yes  
**Elementary School:** Erwin Elementary  
**Middle School:** Coats-Erwin Middle  
**High School:** Triton High  
**Fire Department:** Erwin  
**EMS Department:** Medic 5, D5 EMS  
**Law Enforcement:** Erwin Police  
**Voter Precinct:** Erwin/Duke  
**County Commissioner :** Barbara McKoy  
**School Board Member:** Sharon Gainey

  
 Generating Map...

# STEWART ST. DUPLEX

#1375 EACH

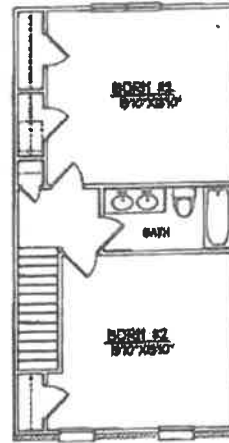
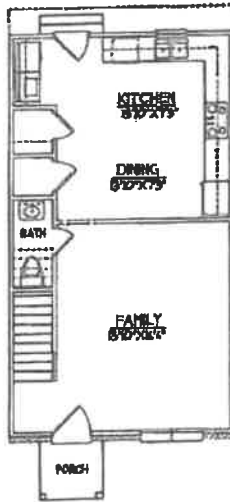


SQUARE FOOTAGE	
EACH UNIT	= 1375
FRONT PORCH	= 83
PATIO	= 49
WIDTH	= 58'-4"
DEPTH	= 54'-10"



SQUARE FOOTAGE	
FIRST FLOOR	~ 814
WIDTH	= 18'-0"
DEPTH	= 57'-0"

**THE TRIPLEX**  
#1154

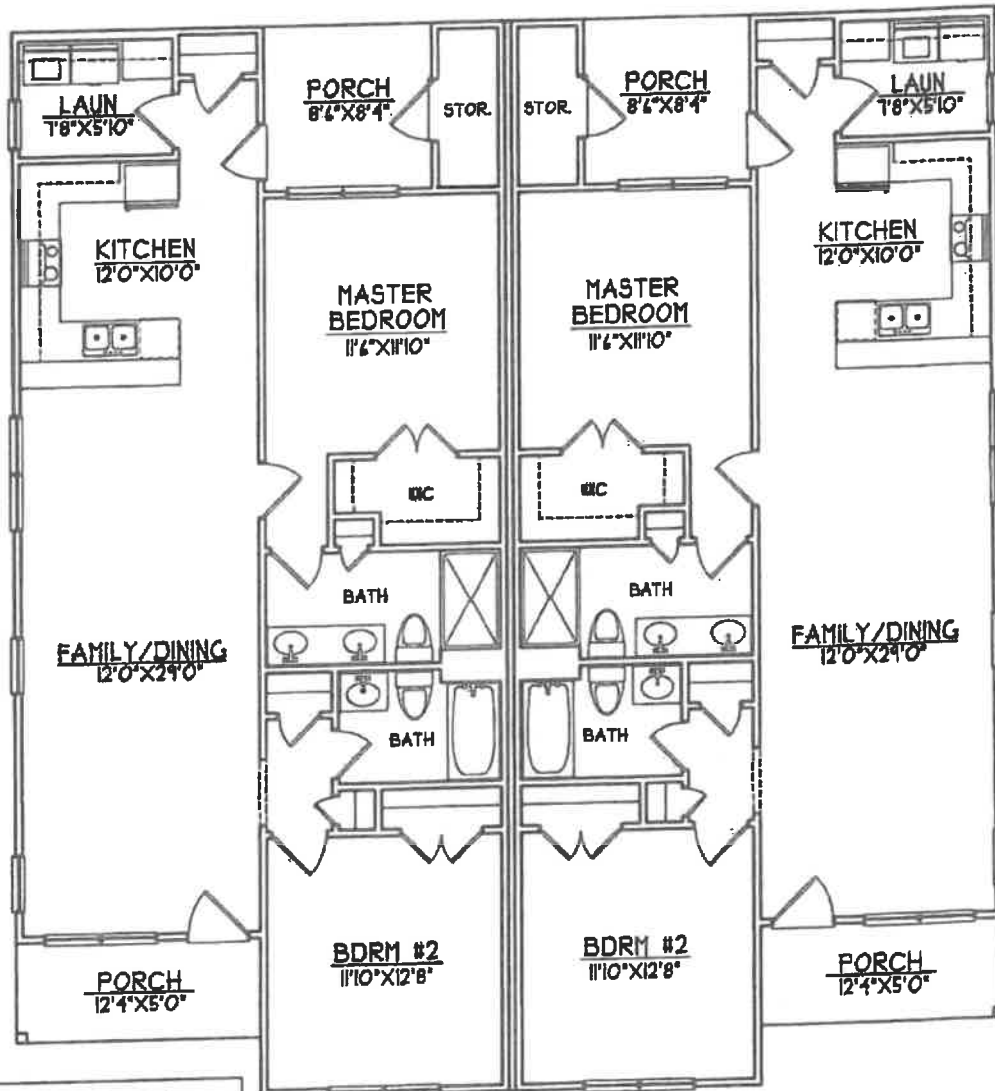






# #1140 DUPLEX

#1140



SQUARE FOOTAGE (PER UNIT)	
FIRST FLOOR	= 1140
PORCHES	= 132
STORAGE	= 31
WIDTH = 24'-10" (TOTAL = 50'0")	
DEPTH = 41'-4"	

# Harnett GIS

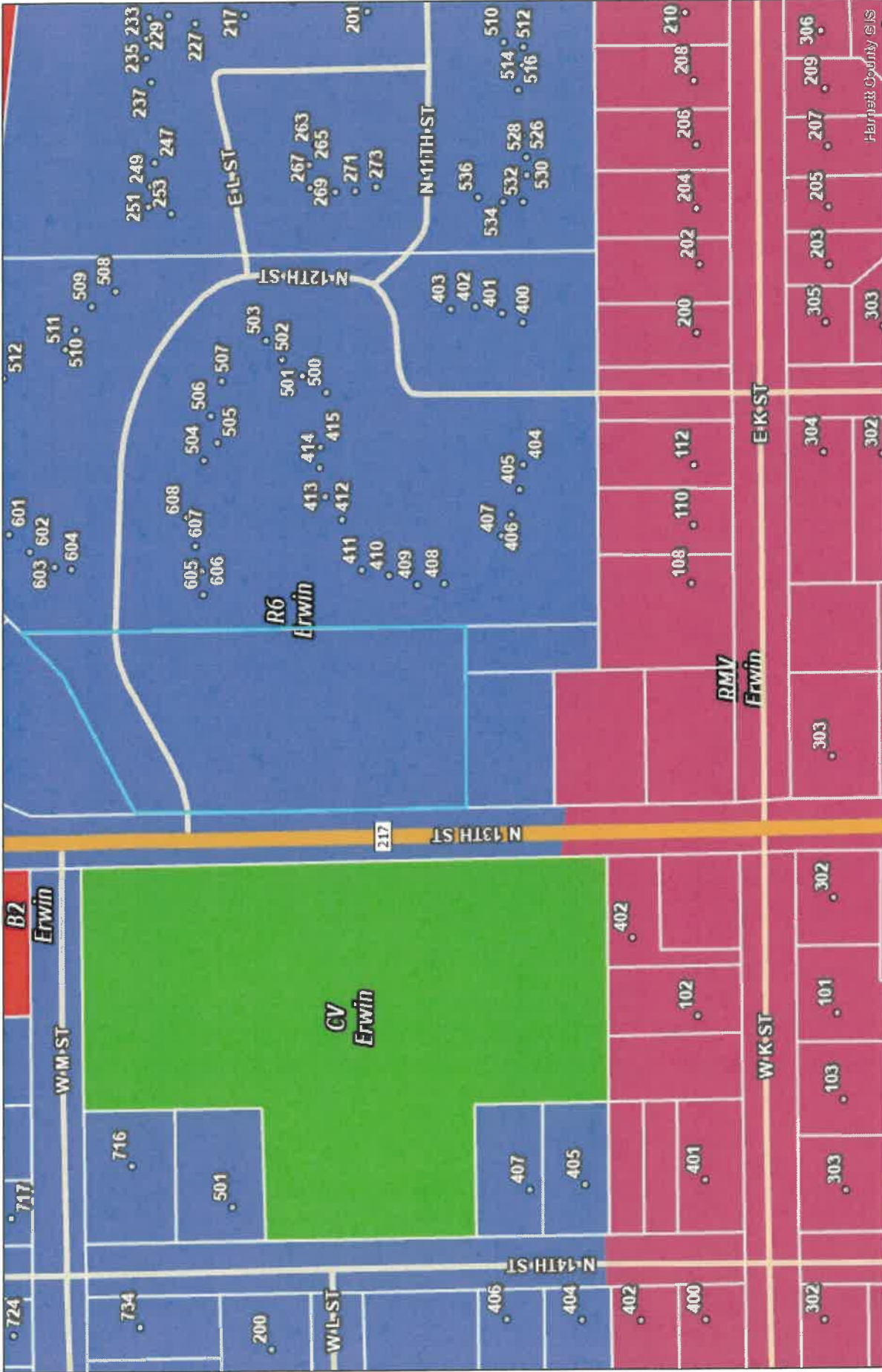


GIS/E-911 Addressing  
July 17, 2023

	City Limits		County Boundary		Interstate		NC		US		Road Centerlines
	Address Numbers		Airport		Parcels		Cape Fear River		0 165 330 660 Feet		1 inch = 376 feet

NOT FOR LEGAL USE .

# Harnett GIS



City Limits
  County Boundary
  Address Numbers
  Airport

Major Roads
  Interstate
  NC
  US

Road Centerlines
  Railroad
  Parcels
  Cape Fear River

ETJ Boundary

GIS/E-911 Addressing  
 July 17, 2023

NOT FOR LEGAL USE .

# Harnett GIS



Harnett County GIS

City Limits	County Boundary	Interstate	NC	US	Road Centerlines	Flood Hazard Zones	100 Year Flood Plain	500 Year Flood Plain
Airport	Address Numbers	Major Roads	Road Centerlines	BlueLineStreams	Flood Map Index	Railroad	100 Year Flood Plain	500 Year Flood Plain
		Interstate	NC	US	Flood Map Index	Parcels		
		NC	US	Road Centerlines	Floodway	BlueLineStreams		
		US	Road Centerlines	Floodway		Floodway		

0 80 160 320 Feet

1 inch = 188 feet

GIS/E-911 Addressing  
July 17, 2023

NOT FOR LEGAL USE .

MINUTES CONTINUED FROM JULY 24, 2023

SU-2023-004

Town Manager Snow Bowden made the Board aware of the Public Hearing scheduled for case SU-2023-004 at our Regularly Scheduled Meeting in August. No discussion was had among the Board.

VAR-2023-001

Town Manager Snow Bowden made the Board aware of the Public Hearing scheduled for case VAR-2023-001 at our Regularly Scheduled Meeting in August. No discussion was had among the Board. The Board did however ask Mr. Bowden to ensure the applicant has a clear understanding of what he is asking for and the hardship the applicant was creating.

MANAGER'S REPORT

Town Manager Snow Bowden stated he had no news for the Board at that time. He would have a full report at our Regularly Scheduled Meeting in August.

GOVERNING COMMENTS

Mayor Baker informed the Board that he will be out for some time next month, his wife will be undergoing surgery.

ADJOURNMENT

Commissioner Blackmon made a motion to adjourn at 7:06 P.M. and was seconded by Commissioner Byrd. **The Board voted unanimously.**

MINUTES RECORDED AND TYPED BY

LAUREN EVANS TOWN CLERK

ATTEST:



Randy Baker

Mayor



Snow Bowden

Town Manager

# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: SU-2023-004

---

The Town has received a special use permit application to operate a vehicular sales business at 127 Bumpas Creek Access. The majority of the sales will be off-site and there would be minimal traffic based on the conversations that I have had with the property owner. The property owner does the majority of sales online and just needs a verification from the Town that he can operate in a building on this lot.



# TOWN OF ERWIN

100 West F St., Post Office Box 459  
 Erwin, NC 28339  
 (910) 897-5140 V (910) 897-5543 F  
 www.erwin-nc.org

## SPECIAL USE PERMIT APPLICATION

In the Matter Of the Request to the Erwin Board of Commissioners

Applicant Name	Black River Services William Morris	Property Owner Name	William H. Morris
Mailing Address	129 Bumpas Creek Access	Mailing Address	11 11
City, State, Zip	Dunn NC	City, State, Zip	11 11 11
Telephone	910 237 9657	Telephone	
Email	mo	Email	

Address of Subject Property	21	124 Bumpas Creek Access
Parcel Identification Number(s) (PIN) of Subject Property	05 75 - 79 - 5908 .000	
Legal Relationship of Applicant to Owner	owner	Floodplain SFHA <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Legal Description: Lot	Block	Subdivision
Zoning District	RD	Wetlands <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Public Water Available: Y or N	Public Sewer Available: Y or N	Existing Septic Tank: <input checked="" type="checkbox"/> Y or N
Number of Buildings to Remain	2	Gross Floor Area to Remain
Describe Proposed Project or Request with Conditions proposed by applicant:		
CUSTOMARY HOME OCCUPATION to operate a vehicular sales business		
Total Acreage or Square Footage to be Disturbed	96 39 FT.	
Estimated Cost of Project \$		

Attach a scaled illustrative plot or site plan showing all lot dimensions, buildings, structures, driveways, parking spaces, and distances between structures and property lines.

Provide complete mailing addresses for each adjacent property owners (also property within 100 feet) and/or property owners directly across a street, if any. Names and addresses must be from current Harnett County tax listings.

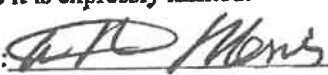
Date Application Submitted 1/15/11 Office Use Only Application Fee \$ 20 Received By KGD

Case # SU-2023 -004

**Revocation:** In any case where the conditions of the Special Use Permit have not been or are not being complied with, the Building Inspector shall give the permitted notice of intention to revoke such permit at least ten (10) days prior to a Board of Commissioners review thereof. After conclusion of the review, the Board of Commissioners may revoke such permit.

**Expiration:** In any case where a Special Use Permit has not been exercised within the time limit set by the Board of Commissioners, or within one year if no specific time limit has been set, then without further action, the permit shall be null and void. "Exercised" as set forth in this section shall mean that binding contracts for the construction of the main building have been let; or in the absence of contracts that the main building is under construction to a substantial degree; or that pre-requisite conditions involving substantial investment are contracted for, in substantial development, or completion (sewer, drainage, etc.). When construction is not part of the use, "exercised" shall mean that the use is in operation in compliance with the conditions set for in the permit.

**Duration:** Duration of a special use and any conditions attached shall be perpetually binding to the property unless it is expressly limited.

Applicant Signature and Date:  4/10/23



See attached

**Town of Erwin Planning Board  
Special Use Guidelines for Findings of Fact**

1. The use requested is listed among the special uses in the district for which application is made:

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

2. The requested use is essential or desirable to the public convenience or welfare

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

3. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

4. The requested use will be in conformity with the Land Development Plan

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners pursuant to the recommendations of the Planning Board

   Yes    No \_\_\_\_\_  
\_\_\_\_\_

### **Action by the Board of Commissioners**

In granting a Special Use Permit the Board of Commissioners shall make written findings that the applicable regulations of the district in which it is located are fulfilled. With due regard to the nature and state of all adjacent structures and uses, the district within which same is located, and official plans for future development, the Board of Commissioners shall also make written findings that the following provisions are fulfilled:

1. The use requested is listed among the special uses in the district for which application is made
2. The requested use is essential or desirable to the public convenience or welfare
3. The requested use will not impair the integrity or character of the surrounding or adjoining districts, nor be detrimental to the health, morals, or welfare
4. The requested use will be in conformity with the Land Development Plan
5. Adequate utilities, access roads, drainage, sanitation and/or other necessary facilities have been or are being provided
6. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets
7. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the Board of Commissioners.



**TOWN OF ERWIN**  
100 West F St., Post Office Box 459  
Erwin, NC 28339  
(910) 897-5140 V (910) 897-5543 F  
[www.erwin-nc.org](http://www.erwin-nc.org)

## **Processing Requirements**

Special Uses are not Uses by Right. It is the responsibility of the applicant to demonstrate that the requested use will meet the minimum requirements set forth in the Erwin Zoning Ordinance. The Board's decision will be greatly influenced by the completeness and neatness of the submitted application.

A requested and very necessary tool is the site plan. Its importance cannot be overstated. Applicant is encouraged to portray in detail and to accurately scale the property boundaries, improvements, and any natural features. In some cases, approval or denial may depend on the quality of the Site Plan.

If the proposed use involves business operations, description of the anticipated activity needs to be sufficiently disclosed. This will assist the Board in determining the Town's infrastructure capability, the public health and safety considerations such as traffic and noise, and how neighboring property may be affected.

All uses require dedicated parking spaces and some may require lighting, buffering, fences, landscaping, and other elements. It is suggested that the applicant spend some time reading the Town's Zoning Ordinance prior to application. Copies of the Zoning Ordinance may be purchased at Town Hall. Copies are available in the Erwin Library and Town Hall for review. An electronic copy of the Ordinance can be found on the Town website as well at [www.erwin-nc.org](http://www.erwin-nc.org).

A complete application consists of all documents included in the application package and any required maps, site plan, and/or related documents. These documents become the property of the Town. It is the applicant's responsibility to submit 10 copies of this completed application. Each member of the Governing Board receives a copy including the Town Manager, Town Clerk, Town Attorney, and Code Enforcement Officer.

The completed application and fees must be submitted no later than the first Friday of the month to be placed on following month's Town Board Agenda.

**Town of Erwin  
Record and Decisions**

**Office Use Only**

Notice Mailed \_\_\_\_\_ Property Posted \_\_\_\_\_ Newspaper Advertised Date \_\_\_\_\_

**Public Hearing Date and Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<u>Governing Body Motion</u>	Record of Decision:	Yea	Nay
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

Town Board Decision and Date \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Certified By:** \_\_\_\_\_

# Harnett GIS



NOT FOR LEGAL USE .

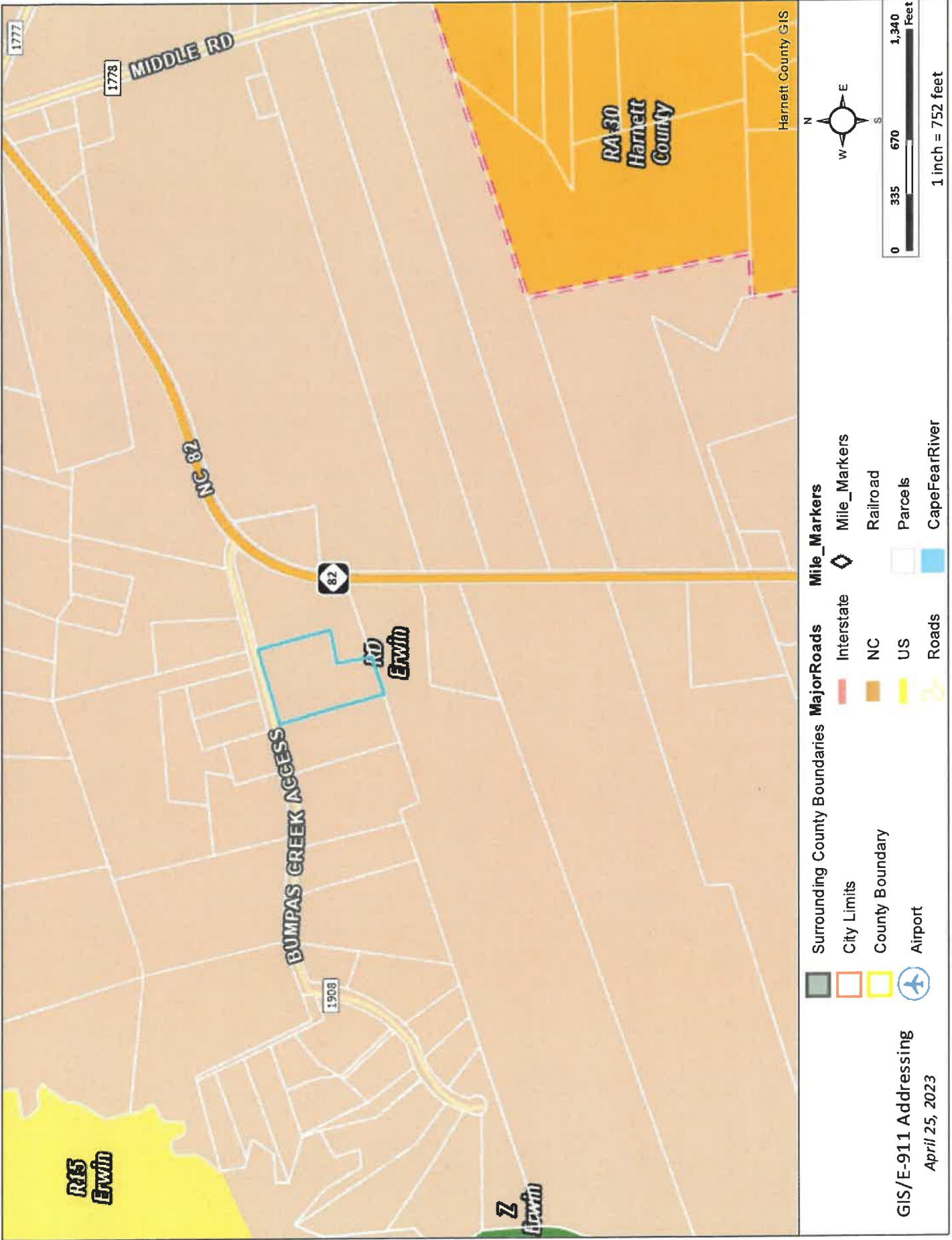
1 inch = 752 feet

Surrounding County Boundaries	Interstate	Mile_Markers
City Limits	NC	Railroad
County Boundary	US	Parcels
Airport	Roads	CapeFearRiver

GIS/E-911 Addressing  
 April 25, 2023

Harnett County GIS

# Harnett GIS



# Erwin Board of Commissioners

## REQUEST FOR CONSIDERATION

---

To: The Honorable Mayor and Board of Commissioners

From: Snow Bowden, Town Manager

Date: July 24, 2023

Subject: VAR-2023-001

---

The new owners of the Central Carolina Industrial Park (site formerly known as the Erwin Business Complex or the Erwin Mill) want to subdivide their property. There is an existing tunnel on the site that is not in use but it connects two separate buildings. They would like to keep the tunnel because they think that will be a requirement in order to pursue getting this site on the historic sites registry. I have completed a lot of research and I cannot find any special rules or legislation in regards to old textile mills with this request.

Sec. 30-40. - Variances.

The town board may only authorize a variance from these regulations when, in its opinion, undue hardship may result from strict compliance. In granting any variance, the town board shall make the findings required below, taking into account the nature of the proposed subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the town board finds all four of the following conditions to clearly exist:

- (1) That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this article would deprive the applicant of the reasonable use of their land.
- (2) That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- (3) That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristics of other parcels in the jurisdiction of this article.
- (4) That the granting of the variance will not be detrimental to the public health, safety and welfare or injurious to other property in the territory in which said property is situated.

I have spoken with a few other people and a hardship variance is the only way I believe that his subdivision can be approved.



## Variance Application (February 2011)

Name of Applicant	Levi Gross	Property Owner	200 North 13 LLC
Mailing Address	320 Roebling St #125	Mailing Address	320 Roebling St #125
City, State, Zip	Brooklyn NY 11211	City, State, Zip	Brooklyn NY 11211
Telephone	910-250-5025	Telephone	910-250-5025
Email	levi@ccipnc.com	Email	levi@ccipnc.com
Address of Subject Property		200 North 13th St Erwin NC 28339	
Parcel Identification Number(s) (PIN) of Subject Property		0597-54-8405.000	

**Variance Description:** On a separately attached document, please state the particular zoning regulation for which the variance is being requested. Also state the requested variance (For instance, in the case of a setback variance request: If the required side yard setback is 12' and the applicant can only meet a 10' setback; then the applicant will be requesting a 2' variance from the 12' setback requirement.). Please attach a site plan with all appropriate dimensional notations needed to demonstrate the variance request if applicable.

**Findings of Fact:** The following are the findings of fact associated with a variance request. Applicant is to note that all of the following findings must be found in the affirmative in order for the requested variance to be granted. The applicant is requested to review each of these findings and answer the same to the best ability of the applicant. Responses to each of these findings may be attached to this application on a separate document.

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

### Owner/Applicant Must Read and Sign

The undersigned property owner, or duly authorized agent/representative thereof certifies that this application and the forgoing answers, statements, and other information herewith submitted are in all respects true and correct to the best of their knowledge and belief. The undersigning party understands that any incorrect information submitted may result in the revocation of this application. The undersigning party authorizes the Town of Erwin to review this request and conduct a site inspection to ensure compliance to this application as approved.

Levi Gross

Print Name

*Levi Gross*

Signature of Owner or Representative

07/05/23

Date





## Variance Application Information

**Part 9  
Chapter 4  
Article 10**

### **Board of Adjustments**

**§ 9-4101.2 Powers and duties.**

The Board of Adjustment shall have the following powers and duties:

To authorize upon appeal in specific cases variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in undue hardship, so that the spirit of this ordinance shall be observed and substantial justice done.

A charge shall be made to the appellant according to town policy in order to cover administrative and advertising costs (Subsection (d)).

A public hearing shall be held at which all of the following conditions must be found to exist:

- a. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.
- b. Granting the variance the requested will not confer upon the applicant any special privileges denied to other residents of the district in which the property is located.
- c. A literal interpretation of the provisions of this ordinance will deprive the applicant of rights commonly enjoyed by other residence of the district in which the property is located.
- d. The requested variance will be in harmony with the purpose and intent of this ordinance and will not be injurious to the neighborhood or to the general welfare.
- e. The special circumstances are not the result of the actions of the applicant.
- f. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

In considering all proposed variances from this ordinance the Board shall, before making any finding in a specified case, first determine that the proposed variance will not constitute any change in the zone shown on the zoning map and will not impair an adequate supply of light and

air to adjacent property, or materially increase the public danger of fire and safety, or materially diminish or impair established property values within the surrounding area, or in any other respect impair the public health, safety, morals, and general welfare.

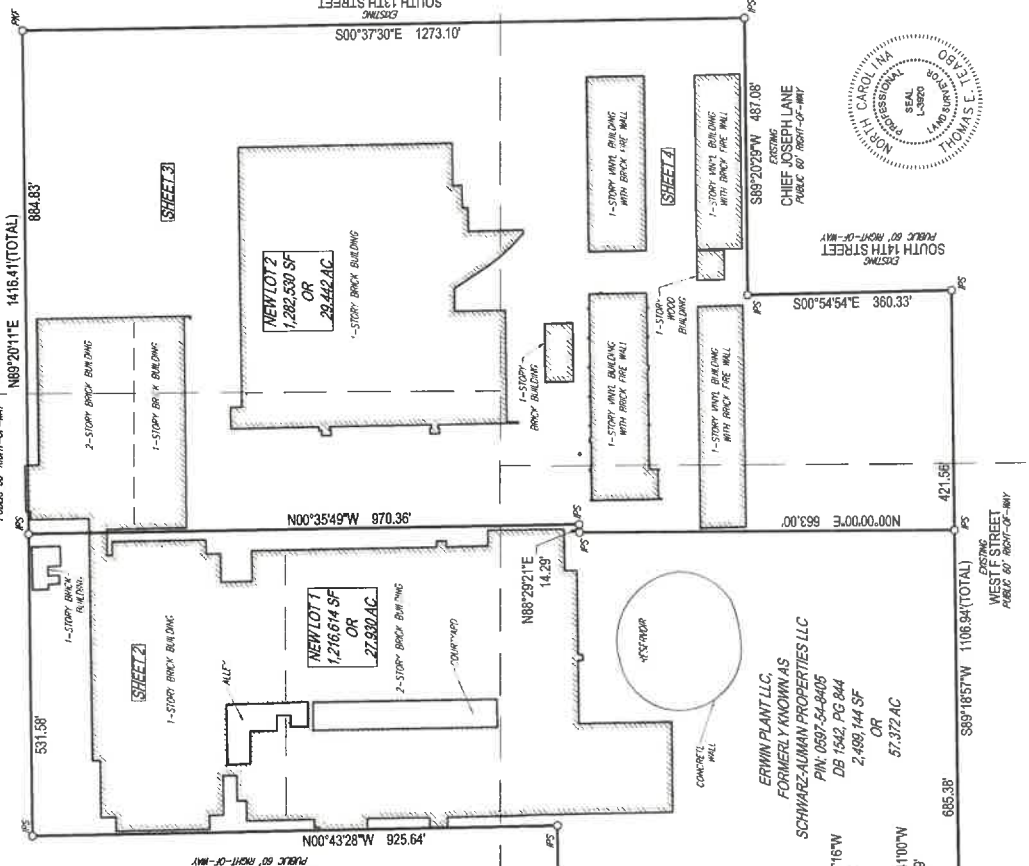
No permitted use of land in other districts shall be considered grounds for the issuance of a variance. Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any expressly or by implication prohibited by the terms of this ordinance in said district.

In granting a variance the Board may attach thereto such conditions regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable in furtherance of the purposes of this ordinance. Violation of such conditions and safeguards when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance.

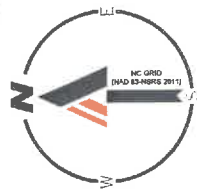
- NOTES:**
1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP OR GUARANTEE OF MARKETABLE TITLE. THE CLIENT SHOULD CONSULT WITH AN ATTORNEY OR TITLE INSURANCE COMPANY FOR REVIEW AND CONFIRMATION OF, AND INSURANCE REGARDING, MARKETABLE TITLE.
  2. PROPERTY COORDINATE METHODS.
  3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
  4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  5. NO GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NAD83 NETWORK.
  6. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NAD83).
  7. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODZONE ZONE "X", AREA OF MINIMAL FLOODING, PER FLOOD INSURANCE RATE MAP 172058700A, PANEL 0871 EFFECTIVE DATE OCTOBER 3, 2008.

**LEGEND**

- LINE SURVEYED
- LINE NOT SURVEYED
- PKG
- IPS
- CP
- PK NAIL FOUND
- IRON PIPE SET
- COMPUTED POINT



**LOCATION MAP**  
NOT TO SCALE



- REFERENCES:**
- DB 1542, PG 844
  - DB 3824, PG 861
  - DB 3481, PG 416
  - DB 2852, PG 618
  - DB 3441, PG 712
  - DB 2415, PG 976
  - PG 8, PG 89
  - PG 8, PG 87

**SURVEYOR CERTIFICATION**

I, THOMAS S. LEASER, AS A LICENSED SURVEYOR, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION. PROVIDED AND MAP REFERENCES AS NOTED ON SAID MAP. THAT THE DIMENSIONS, PROJECTIONS AND CLEARLY INDICATED AS DRAWN FROM INFORMATION FROM DEEDS AND MAP REFERENCES AS NOTED ON SAID MAP.

THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY OF THE SURVEY AS CALCULATED FROM THE DATA PROVIDED TO ME AND THE DATA PROVIDED TO ME FROM INFORMATION OF RECORD, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH 63-4-36, AS AMENDED.

I HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PREPARE THE SURVEY:

- (1) TYPE OF SURVEY: REAL-TIME KINEMATIC NETWORKING-NRTS
- (2) POSITIONAL ACCURACY: 1/4\"/>

DATE OF SURVEY: MAY 23, 2018 NOVEMBER 13, 2021

- (4) PUBLISHED: CONTROL USE: NAD 83
- (5) PUBLISHED: CONTROL USE: NAD 83
- (6) PUBLISHED: CONTROL USE: NAD 83
- (7) GEOD MODEL: 2012 (CONUS)
- (8) DATUM: NAD 83 (CONUS)
- (9) UNITS: US SURVEY FEET
- (10) UNITS: US SURVEY FEET

THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING SURVEYS, SURVEY ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SURVEYOR.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 10TH DAY OF MAY, A.D. 2023.

**PRELIMINARY - NOT FOR RECORDATION, SALES OR CONVEYANCES**

SURVEYOR: \_\_\_\_\_ NCL 33820



HARNETT COUNTY, NORTH CAROLINA  
FIELD BOOK RESTRICTION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ AT \_\_\_\_\_ (AMI) PM AND DULY RECORDED IN MAP BOOK \_\_\_\_\_ AT PAGE \_\_\_\_\_

REGISTER OF DEEDS OF HARNETT COUNTY

STATE OF NORTH CAROLINA  
COUNTY OF HARNETT

THIS REGISTER OF DEEDS OF HARNETT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

**NOTARY STATEMENT**

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

I CERTIFY THAT THE FOLLOWING PERSON(S) PERSONALLY APPEARED BEFORE ME THIS DAY, EACH ACKNOWLEDGING TO ME THAT HE OR SHE VOLUNTARILY SIGNED THE FOREGOING DOCUMENT FOR THE PURPOSE STATED THEREIN AND IN THE CAPACITY INDICATED.

DATE: \_\_\_\_\_ 2023

PRINTED NAME: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**SITE AREA TABLE:**

NEW LOT 1: 12,166.614 SF OR 27,930 AC
NEW LOT 2: 1,282,530 SF OR 29,442 AC
TOTAL AREA: 1,294,696.614 SF OR 29,712 AC

AS THE OWNER OF RECORD, I HEREBY VOLUNTARILY CONSENT AND ALL REGULATIONS AND REQUIREMENTS OF THE TOWN OF ERWIN ORDINANCES.

DATE: \_\_\_\_\_ OWNERS SIGNATURE: \_\_\_\_\_

**SUBDIVISION PLAT**  
FOR  
**ERWIN PLANT LLC**  
PIN: 0597-54-8405  
DB1542, PG 844  
TOWN OF ERWIN, DUEK TOWNSHIP,  
HARNETT COUNTY, NORTH CAROLINA

**BOHLER**  
1500 PARKWAY AVENUE, SUITE 100  
WELLSVILLE, NC 27385  
PHONE: 703.633.1000  
WWW.BOHLERENGINEERING.COM

FILE NO. N15120233  
DATE 05/15/2023  
FIELD DATE 05/15/2023  
CROW-CHEF 1001/2022

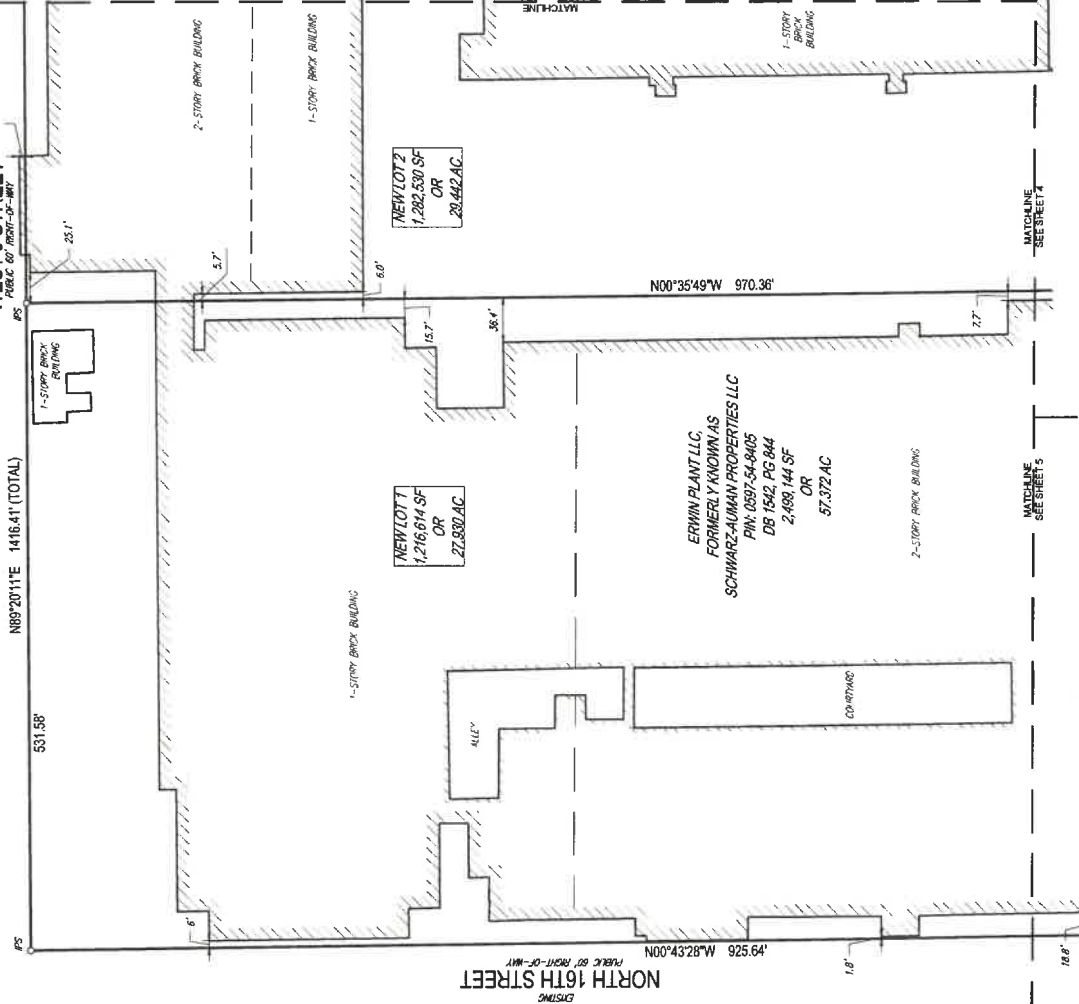
APPROVED \_\_\_\_\_  
SCALE 1" = 150'  
TEST 1 OF 5

**NOTES:**

1. THE FIRM HAS NEITHER REVIEWED NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THE SURVEY AS A GUARANTEE OF ACCURACY. THE CLIENT SHOULD BE AWARE OF EXCEPTIONS THAT MAY, COULD OR DO ENLARGE THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY TO OBTAIN TITLE INFORMATION OF, AND INSURANCE REGARDING MARKETABLE TITLE.
2. AREAS COMPUTED BY COORDINATE METHOD.
3. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES.
4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
5. NORTH DATUM: NAD83 (NAD83) OBTAINED BY USING GPS, PER THE NAD83 NETWORK.
6. BASIS OF BEARINGS SHOWN HEREON IS NAD83 (NAD83) (NAD83 2011).
7. VERTICAL DATUM SHOWN HEREON IS NAVD83 (NAVD83) (FLOODING ZONE).
8. "X" AREA OF MINIMAL FLOODING PER FLOOD INSURANCE RATE MAP 3720689700L, PANEL 0597 EFFECTIVE DATE OCTOBER 3, 2006.

**REFERENCES:**

- DB 1542, PG 844
- DB 3624, PG 861
- DB 3431, PG 416
- DB 3696, PG 595
- DB 2502, PG 518
- DB 2416, PG 576
- PB 6, PG 89
- PB 6, PG 87



\*SEE SHEET 1 FOR OVERALL SHEET AND CERTIFICATIONS\*



**LEGEND**

- LINE SURVEYED
- - - LINE NOT SURVEYED
- PKM FOUND
- IPS
- CP
- COMPUTED POINT

**SITE AREA TABLE:**

NEW LOT 1:	1,216,614 SF OR 27,830 AC
NEW LOT 2:	1,282,530 SF OR 29,442 AC
TOTAL AREA:	2,499,144 SF OR 57,372 AC

PRELIMINARY - NOT FOR RECORDATION,  
 SALES OR CONVEYANCES



SUBDIVISION PLAT  
 FOR  
 ERWIN PLANT LLC  
 PIN: 0597-54-8405  
 DB 1542, PG 844  
 TOWN OF FAYETTE, NORTH CAROLINA  
 HARRIETT COUNTY, NORTH CAROLINA

FILE NO.	NS182033	DWG. NO.	2 OF 5
DATE	05/16/2023	SCALE	1" = 70'
FIELD DATE	10/21/2022	APPROVED	TET
CREW CHIEF	RJ	DRAWN	BG
JITTE	JITTE	TEST	

BOHLER ENGINEERING  
 470 PARKWAY, SUITE 201  
 FAYETTEVILLE, NORTH CAROLINA 27174-7251  
 PHONE: 703.426.1234  
 FAX: 703.426.1235  
 WEBSITE: WWW.BE-NC.COM

**NOTES:**

1. THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE INSURANCE POLICY IN CONNECTION WITH THIS SURVEY AND THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING SUCH TITLE COMMITMENT OR TITLE INSURANCE POLICY AS ASSURANCE OF OWNERSHIP AS GUARANTEE OF MARKETABLE TITLE EXCEPTIONS TO THE SURVEY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE INSURANCE COMPANY FOR REVIEW AND OBTAINATION OF A TITLE INSURANCE POLICY. ALL DISTANCES SHOWN ON SURVEY ARE PROPERTY SHOWN HEREON IS SUBJECT TO ALL RESTRICTIONS OF RECORD.
2. AREAS COMPUTED BY COORDINATE METHOD. PROPERTY SHOWN HEREON IS SUBJECT TO ALL RESTRICTIONS OF RECORD.
3. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE MOVIE NETWORK, (NAD 83) IN 2011.
5. VERTICAL DATUM SHOWN HEREON IS NAVD83.
6. THE PROPERTY SHOWN HEREON IS LOCATED IN FLOODPLAIN. PER FLOOD INSURANCE RATE MAP 37500027001, PANEL 0597 EFFECTIVE DATE OCTOBER 3, 2006.

**SITE AREA TABLE:**

NEW LOT 1:	1,218,814 SF OR 27,830 AC
NEW LOT 2:	1,282,530 SF OR 29,442 AC
<b>TOTAL AREA:</b>	<b>2,498,144 SF OR 57,372 AC</b>

**LEGEND**

- LINE SURVEYED
- - - LINE NOT SURVEYED
- PK/F
- I/P
- CP
- PK NAIL FOUND
- IRON PIPE SET
- COMPUTED POINT

**WEST J STREET**  
 EXISTING  
 NB 89°20'11"E 1416.41' (TOTAL)  
 884.83'

**ERWIN PLANT LLC,  
 FORMERLY KNOWN AS  
 SCHWARZ-AUMAN PROPERTIES LLC**  
 PIN: 0597-54-8405  
 DB 1542, PG 844  
 2,498,143.99 SF  
 OR  
 57,372 AC

**NEW LOT 2**  
 1,282,530 SF  
 OR  
 29,442 AC

1273.10'  
 1273.10'  
 EASTING  
 NORTH 13TH STREET  
 PUBLIC 60' RIGHT-OF-WAY

1-STORY BRICK BUILDING

2-STORY BRICK BUILDING

1-STORY BRICK BUILDING

COVERED WALKWAY

MATCHLINE  
 SEE SHEET 4

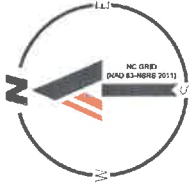


\*SEE SHEET 1 FOR OVERALL SHEET AND CERTIFICATIONS\*



**LOCATION MAP**  
 NOT TO SCALE

- REFERENCES:**
- DB 1542, PG 844
  - DB 3624, PG 861
  - DB 3631, PG 861
  - DB 3431, PG 659
  - DB 2952, PG 618
  - DB 3441, PG 712
  - DB 2416, PG 576
  - PG 6, PG 89
  - PG 6, PG 87



PRELIMINARY - NOT FOR RECORDATION,  
 SALES OR CONVEYANCES



**SUBDIVISION PLAT**  
 FOR  
**ERWIN PLANT LLC**  
 PIN: 0597-54-8405  
 DB 1542, PG 844  
 300 N 11TH STREET  
 TOWN OF ERWIN, DADE COUNTY, FLORIDA  
 HARRIS COUNTY, NORTH CAROLINA

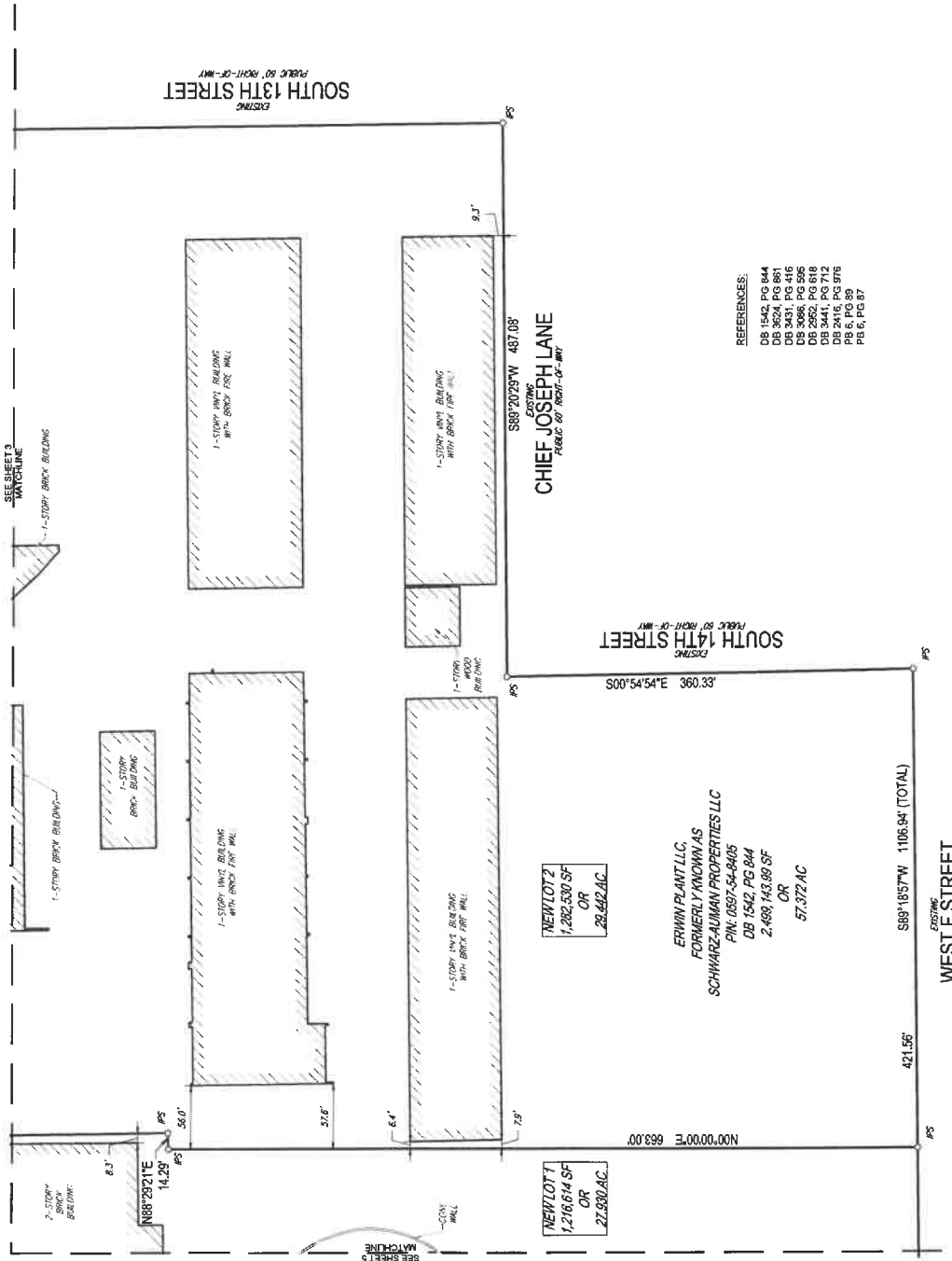
**BOHLER**

108 W. HARRIS AVENUE, SUITE 100  
 WARRINGTON, NORTH CAROLINA  
 27578-9337  
 PHONE: 919-337-0000  
 FAX: 919-337-0002  
 WWW.BOHLER.COM

FILE NO.	NST150033
DATE	05/16/2023
FIELD DATE	10/21/2022
CREW CHIEF	RJ
DRAWN	BG
REVIEWED	JT/TET
APPROVED	TET
SCALE	1" = 70'
DWG. NO.	3 of 5

BOHLER ENGINEERING - ALL RIGHTS RESERVED  
 THIS DOCUMENT IS THE PROPERTY OF BOHLER ENGINEERING. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF BOHLER ENGINEERING.

- NOTES:**
1. THE FIRM HAS NEITHER REVIEWED, NOR RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS A GUARANTEE OF THE ACCURACY OF THE INFORMATION HEREON. THE CLIENT SHOULD OBTAIN TITLE INSURANCE OR AN ENCUMBRANCE SEARCH TO VERIFY THE INFORMATION HEREON. THE CLIENT MUST ENGAGE A TITLE AGENT TO OBTAIN TITLE INSURANCE.
  2. AREAS COMPUTED BY COORDINATE METHOD.
  3. DISTANCES SHOWN ARE SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.
  4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL. GROUND DISTANCES UNLESS OTHERWISE SPECIFIED.
  5. NC GRID COORDINATES (NAD83) OBTAINED BY USING GPS, PER THE NCORS NETWORK.
  6. BASIS OF BEARING SHOWN HEREON IS NC GRID (NAD 83 NSRS 2011).
  7. VERTICAL DATUM SHOWN HEREON IS NAVD83.
  8. PER FLOOD INSURANCE RATE MAP (370205250A), PANEL 0597, EFFECTIVE DATE OCTOBER 3, 2006.



- REFERENCES:**
- DB 1542, PG 844
  - DB 1524, PG 844
  - DB 3431, PG 416
  - DB 3066, PG 595
  - DB 2952, PG 618
  - DB 3441, PG 712
  - DB 3441, PG 618
  - DB 6, PG 89
  - PB 5, PG 97



SOUTH 13TH STREET  
PUBLIC 60' RIGHT-OF-WAY

EXISTING  
CHIEF JOSEPH LANE  
PUBLIC 60' RIGHT-OF-WAY

SOUTH 14TH STREET  
EXISTING  
PUBLIC 60' RIGHT-OF-WAY

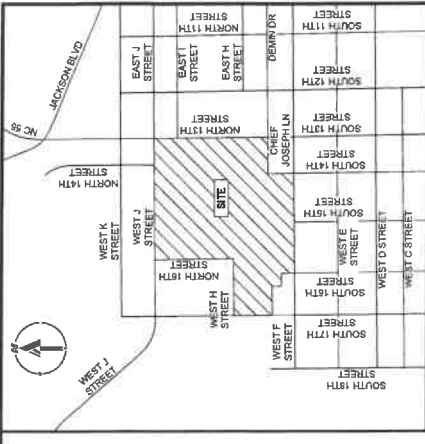
NEW LOT 1  
1,216,614 SF  
OR  
27.560 AC.

NEW LOT 2  
1,282,530 SF  
OR  
29.442 AC.

ERWIN PLANT LLC,  
FORMERLY KNOWN AS  
SCHWARZ-ALJMAN PROPERTIES LLC  
PIN: 0597-54-8405  
DB 1542, PG 844  
OR  
2,469,143.89 SF  
OR  
57.372 AC

EXISTING  
WEST F STREET  
PUBLIC 60' RIGHT-OF-WAY

NEW LOT 3  
2,469,143 SF  
OR  
57.372 AC



**LEGEND**

- LINE SURVEYED
- LINE NOT SURVEYED
- PK MAIL FOUND
- IRON PIPE SET
- COMPUTED POINT

PRELIMINARY - NOT FOR RECORDATION,  
SALES OR CONVEYANCES



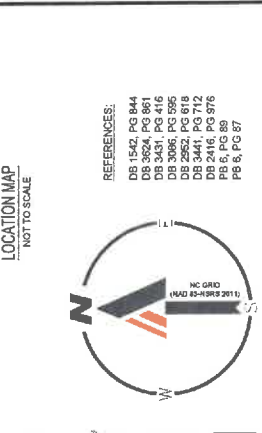
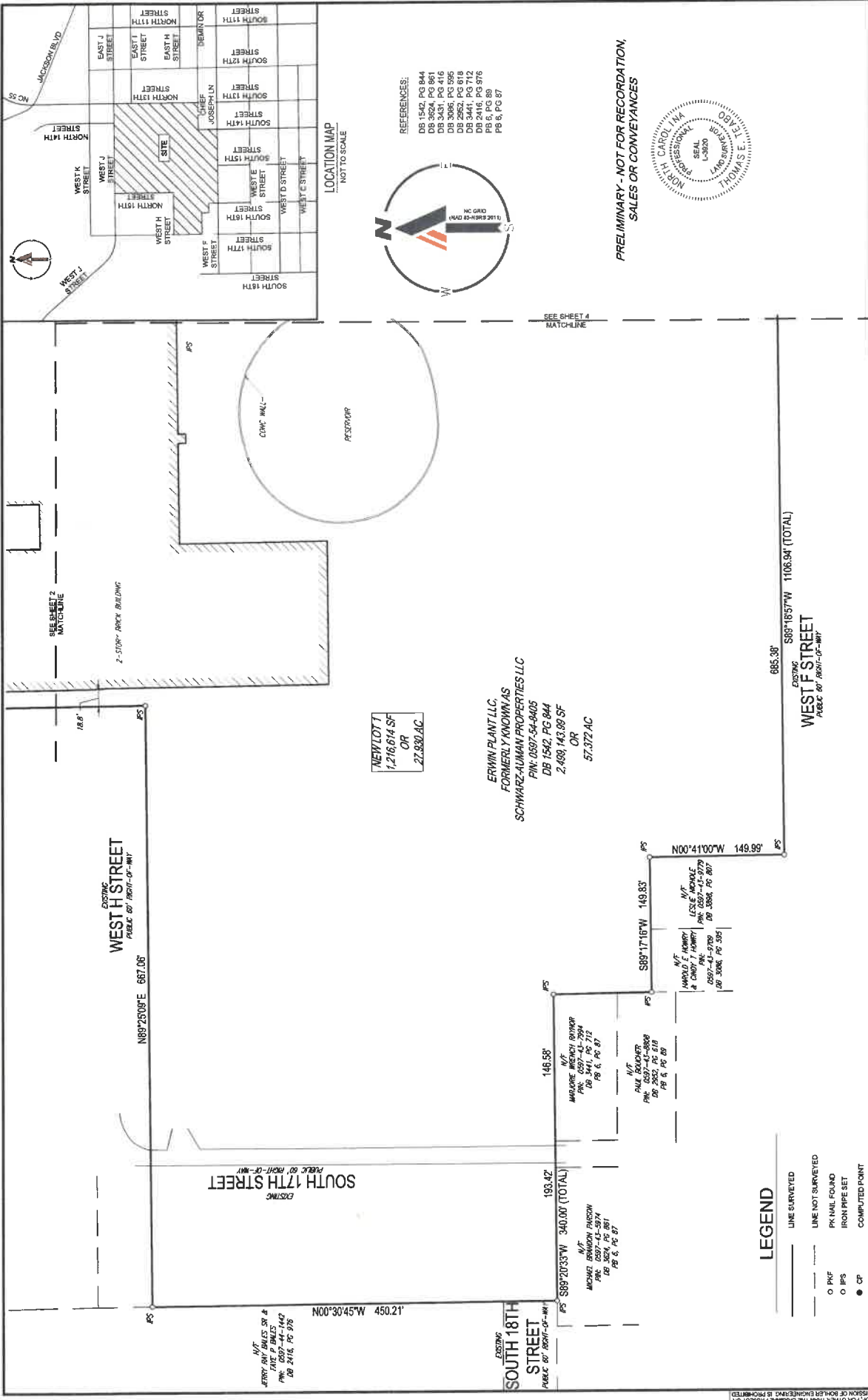
SUBDIVISION PLAT  
FOR  
ERWIN PLANT LLC  
PIN: 0597-54-8405  
DB 1542, PG 844  
IRON PIPE SET  
TOWN OF ERWIN, LANE TOWNSHIP,  
HARRIS COUNTY, NORTH CAROLINA

FILE NO.	NS18100033	DATE	05/16/2023
CHECK SHEET	RJ	DRAWN	BG
REVIEWED	TET	APPROVED	TET
SCALE	1" = 70'	DWG. NO.	4 OF 5



SEE SHEET 1 FOR OVERALL SHEET AND CERTIFICATIONS

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REFERENCES:  
 DB 1542, PG 844  
 DB 3024, PG 961  
 DB 3025, PG 962  
 DB 3096, PG 995  
 DB 2952, PG 818  
 DB 3441, PG 712  
 DB 2416, PG 976  
 PG 5, PG 87

PRELIMINARY - NOT FOR RECORDATION,  
 SALES OR CONVEYANCES

SEE SHEET 4  
 MATCH-LINE

**LEGEND**

- LINE SURVEYED
- PWF
- IPS
- CP
- PWF FOUND
- IRON PIPE SET
- COMPUTED POINT

SITE AREA TABLE:  
 NEW LOT 1.....1,216.614 SF OR 27.830 AC  
 NEW LOT 2.....1,262.330 SF OR 28.842 AC  
 TOTAL AREA.....2,478.944 SF OR 57.372 AC

- NOTES:
1. THE FIRM HAS NOT BEEN REQUIRED, AND RELIED UPON A TITLE COMMITMENT OR ANY TITLE REPORT IN AND WHILE PREPARING THIS SURVEY AND THE CLIENT SHOULD NOT RELY UPON THIS SURVEY AS ASSURANCE OF OWNERSHIP, AS GUARANTEE OF MARKETABLE TITLE EXCEPTIONS THAT MAY, COULD OR DO ENCLUMBER THE PROPERTY. THE CLIENT MUST ENGAGE A TITLE AGENT/TITLE MARKETABLE TITLE.
  2. AREAS SHOWN FOR EASEMENT AND CONTRIBUTION TO, AND INSURANCE REGARDING.
  3. AREAS COMPUTED BY COORDINATE METHOD.
  4. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE OF RECORD.
  5. ALL DISTANCES SHOWN ON SURVEY ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
  6. COORDINATES (NAD83) OBTAINED BY USING GPS. PER THE NCORS NETWORK.
  7. BASIS OF BEARING SHOWN HEREON IS NAD83.
  8. VERTICAL DATUM SHOWN HEREON IS NAVD83.
  9. FLOODING: PER FLOOD INSURANCE RATE MAP 372009700A, PANEL 0501 EFFECTIVE DATE OCTOBER 3, 2006.

THIS SHEET 1 FOR OVERALL SHEET AND CERTIFICATIONS

**SUBDIVISION PLAT**  
 FOR  
**ERWIN PLANT LLC**  
 PIN: 0597-54-8405  
 DB1542, PG 844  
 TOWN OF ERWIN, DAKE COUNTY, NORTH CAROLINA

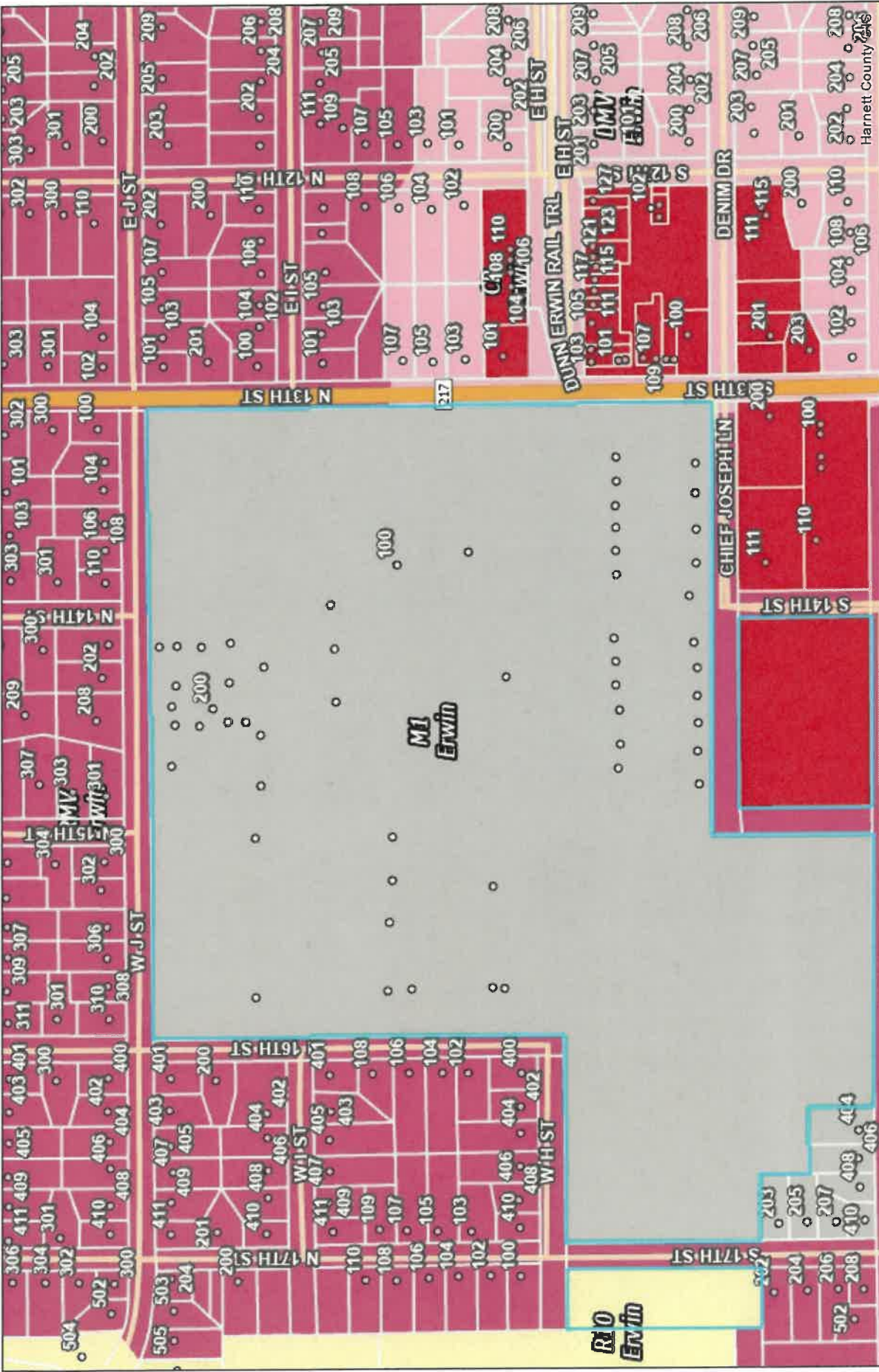
**BOHLER**  
 116 HIGHLAKE AVENUE, SUITE 110  
 FALCON NORTH CAROLINA  
 PHONE: 919-973-0000  
 WWW.BOHLENGE.COM

FILE NO. N15162033  
 DATE 02/15/2023  
 FIELD DATE 10/21/2022

DATE	REVISION	BY	CHKD BY	SCALE	SHEET NO.
02/15/2023	APPROVED	RET	1" = 70'	5	5 OF 5

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# Harnett GIS



Surrounding County Boundaries  
 City Limits  
 County Boundary  
 Address Numbers

Major Roads  
 Interstate  
 NC  
 US

Airport  
 Road Centerlines  
 Railroad  
 Parcels  
 Cape Fear River  
 ETJ Boundary

0  
 165  
 330  
 660  
 Feet

1 inch = 376 feet



Harnett County GIS

GIS/E-911 Addressing

July 17, 2023

NOT FOR LEGAL USE



