

**CITY COUNCIL  
AGENDA  
January 8, 2019  
6:30 p.m.**

- 1. Opening of meeting by Mayor Steve Morris.**
- 2. Invocation by Reverend Mitchell Roller, Pastor of Sweet Haven Church.**
- 3. Amendments and Changes to Agenda.**
- 4. Consent Agenda:**
  - A. Disposition of Minutes of the December 11, 2018 Regular Meeting.**
  - B. Tax Collector's Report. (See Pages 5-8)**

**Informational Items:**

    - 1.) Monthly Collection Report**
    - 2.) Uncollected Taxes as of December 31, 2018.**

**Action Items:**

    - 1.) Refunds per County Assessor's Office.**
    - 2.) Discovery bills added to Tax Scroll.**
    - 3.) Releases per County Assessor's Office.**
  - C. Minutes of various boards.**
- 5. Business by Planning Board.**
  - A. Set Public Hearing.**
    - 1.) Request for Right-of-way Abandonment:** Set public hearing for the abandonment of 20-foot wide by 63-foot long unnamed alley located within the footprint of the former Community One Bank building located at 115 S. Lawrence Street **(See Pages 9-10 & Map Insert)**
  - B. Hold Public Hearing. (none)**
  - C. Minutes from Various Boards (none)**

**City Council Agenda  
January 8, 2019  
Page 2**

- 6. Consideration of a Demolition Ordinance for the dilapidated structure located at 130 W. Broad Avenue and identified as Richmond County PIN # 7463-15-63-7238. (See Pages 11-13 & Insert)**
- 7. Consideration of appointments to Rockingham Firemen's Relief Fund Board.  
(See Pages 14-16)**
- 8. Consideration of Approval of Water Tower Lease Agreement with Cello d/b/a Verizon for the placement of cell tower on water tank located on Franklin Street (Police Dept.)  
(See enclosed cost and payment agreement See Pages 17-29)**
- 9. Business by Visitors.**
- 10. Business by City Clerk.**
- 11. Business by City Manager.**
- 12. Business by City Attorney.**
- 13. Items of discussion by City Council Members.  
A. Adopt Resolution Honoring Dr. Martin Luther King, Jr. (See Page 30)**
- 14. Business by Mayor.**
- 15. Adjournment.**

**Rockingham, NC**

**City Council Agenda**

**SUPPORT DOCUMENTS**

**MEMO TO: Mayor Steve Morris & City Council**

**FROM: Monty R. Crump, City Manager**

**DATE: January 2, 2019**

**RE: Agenda Item reference New Water Tank Lease Agreement/  
Police Department Tank**

**REGULAR AGENDA:**

- 8. Consideration of Approval of Water Tower Lease Agreement with Celco d/b/a Verizon for the placement of cell tower on water tank located on Franklin Street (Police Dept.)  
(See enclosed cost and payment agreement See Pages 17-29)**

Enclosed please find proposed Water Tank/Cell Tower term lease agreement with Celco Partnership, d/b/a Verizon Wireless. The initial form of agreement is 5 years and shall be automatically extended 4 additional 5 year terms unless LESSEE (Celco) terminates lease per contract. Rental payments for 23,400.00 annually for the first 5 years and shall increase 10% annually for each term renewal. This proposed agreement is substantially equivalent to other tower/cell agreements currently in place with the City. Rental proceeds will be placed in the City's UDAG account. It is recommended that the Mayor and Council approve the agreement as presented.

**CITY OF ROCKINGHAM  
MONTHLY TAX COLLECTION REPORT**

MONTH: DECEMBER

YEAR: \_\_\_\_\_

2018

PRIOR YEAR RECORD

YEAR	AD VALOREM TAXES	COST AND INTEREST	TOTAL COLLECTED	PERCENT THIS DATE	YEAR TO DATE COLLECTIONS	SAME MONTH COLLECTIONS	PERCENT OF TOTAL
PREPAID							
2019	486.85		486.85		1,240.00	1,544.67	
2018	921,397.37	-	921,397.37	81.05%	2,397,583.64	949,347.96	76.09%
2017	617.52	24.66	642.18	99+%	5,583.39	986.81	99+%
2016	146.78	113.22	260.00	99+%	3,557.98	1,112.56	99+%
2015	95.67	45.89	141.56	99+%	2,581.31	1,100.36	99+%
2014	18.68	0.14	18.82	99+%	1,113.90	433.58	99+%
2013	-	0.90	0.90	99+%	355.75	219.08	99+%
2012	-	100.00	100.00	99+%	368.18	221.97	99+%
2011	-	-	-	99+%	418.57	423.08	99+%
2010	-	-	-	99+%	140.69	206.50	99+%
2009	-	-	-	99+%	140.69	182.27	99+%
2008	-	-	-	99+%	-	154.59	99+%
	922,762.87	284.81	923,047.68		2,413,084.10	955,933.43	

**UNCOLLECTED TAXES**

<b>YEAR</b>	<b>AMOUNT</b>	<b>Dec-18</b>
2018	559,644.21	
2017	22,003.24	
2016	15,044.37	
2015	12,518.52	
2014	11,765.31	
2013	12,526.24	
2012	10,174.91	
2011	9,502.75	
2010	8,414.29	
2009	7,531.83	
2008	6,922.84	
	559,644.21	Total Current Year
	116,404.30	Total Past Years
	676,048.51	Total All Years

CITY OF ROCKINGHAM  
MONTHLY REFUNDS REGISTER  
DECEMBER 31, 2018

DATE	ACCOUNT	NAME	EXPLANATION	YEAR	AMOUNT	TAGS/LATE LIST	INTEREST	REFUNDED	CHECK #
12/13/18	13208301	SANDHILLS DEVELOPMENT & LEASING	UNDER \$1.00	2018	0.26			0.26	
12/13/18	14783304	CHAVIS, JESSE	UNDER \$1.00	2018	0.16			0.16	
12/14/18	4995489	WHITLEY, SAMMY L	OVERPMT ON ACCT	2018	615.93			615.93	72418
12/28/18	101897306	PERRY, EMILY M	UNDER \$1.00	2018	0.04			0.04	
12/28/18	19242101	GRIFFIN JOHN G DDS PA	OVERPMT ON ACCT	2018	2,816.56			2,816.56	72474
12/28/18	36438775	MEEHAN, TERESA A	VEHICLE TAX REFUND	2018	35.74			35.74	72481
12/28/18	41851004	TERRY, CHARLES B	VEHICLE TAX REFUND	2018	11.23			11.23	72488
12/28/18	36822322	TERRY, CHARLES B	VEHICLE TAX REFUND	2018	3.56			3.56	
12/31/18	25346328	STANLEY RICHMOND & CO LLC	UNDER \$1.00	2018	0.99			0.99	
12/31/18	25346334	STANLEY RICHMOND & CO LLC	UNDER \$1.00	2018	0.59			0.59	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
								0.00	
		TOTALS			\$3,485.06	\$0.00	\$0.00	\$3,485.06	

CITY OF ROCKINGHAM  
MONTHLY RELEASES REGISTER  
DECEMBER 31, 2018

DATE	ACCOUNT	NAME	EXPLANATION	YEAR	BILL #	VALUE	CITY TAX	CITY LATE	INTEREST	ADVERTISING	SP. ASSESS.	RELEASED
11/30/18	80992102	WELLS FARGO	CORRECT LISTING SCHEDULE	2018	3989	805	3.86					3.86
12/10/18	12468302	VANCE, RUFUS & DONNA	UNDER \$1.00	2018	2380		0.11					0.11
12/5/18	25450303	SPENCE REALTY	PURCHASED BY CITY	2018	3561	38,252	183.61					183.61
12/5/18	25450304	SPENCE REALTY	PURCHASED BY CITY	2018	3562	61,942	297.32					297.32
12/5/18	25450305	SPENCE REALTY	PURCHASED BY CITY	2018	3563	191,138	917.46					0.00
												0.00
												0.00
												0.00
												0.00
												0.00
		TOTALS				292,137	1,402.36	0	0	0	0	1,402.36



**SURVEY STATUS**  
 THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. SEE CERTIFICATE OF APPROVAL AS SHOWN HEREIN.

**LOCATION MAP (N.T.S.)**  
 U.S. # 280  
 North Lawrence Street  
 U.S. # 1  
 U.S. # 74  
 South Lawrence Street  
 STE

This property is shown in block 1 on the plat. All easements, rights-of-way, blocks and assessments, if any, on the same may appear of record in the office of the Register of Deeds, Clerk of Court, Town or County Tax Office or which may have been acquired by prescription. This survey is subject to any facts that may be disclosed by a full and accurate title search, NOT furnished as of this date.

**REVIEW OFFICES OF ROCKINGHAM COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.**

**CERTIFICATE OF OWNERSHIP AND INDICATION**  
 I, CRAIG S. McNEILL, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION FROM DEED DESCRIPTIONS RECORDED IN DEED BOOKS AND PAGES AS FOLLOWS:  
 City of Rockingham JB 1707 PG 377, Tracts # 1 & 2 - Lots 1 - 6  
 as recorded at Plat 105-A, M&A PG 7, PG 1  
 Also being a 20' Abandoned Alley West of and adjacent to Lot # 1 Block 'C' as recorded at Plat Slide 105-A, M&A PG 7, PG 1

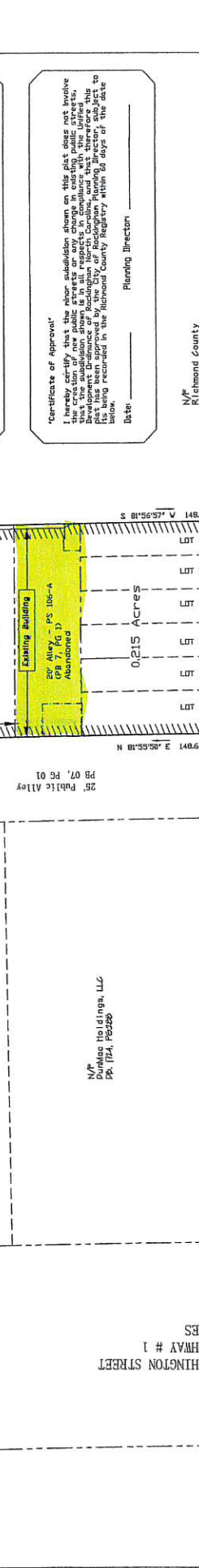
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DASHED LINES, AS DRAWN FROM INFORMATION OF RECORD AS SHOWN HEREON THAT THE GLOBAL POSITIONING SYSTEM GPS OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART B, STANDARDS FOR GEODETIC NETWORKS AT THE 3-SECOND PRECISION ACCURACY CATEGORY, THAT THE DATA WAS COLLECTED USING THE GLOBAL POSITIONING SYSTEM (GPS) THAT THE RATIO OF PRECISION WAS CALCULATED AS 1/1,000,000, THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND OFFICIAL STAMP OR SEAL  
 Craig S. McNeill  
 PROFESSIONAL LAND SURVEYOR # L-2583  
 DATE 09/28/19

**CERTIFICATE OF APPROVAL**  
 I hereby certify that the above subdivision shown on this plat does not involve the creation of any public or quasi-public utility easements with the United States, the State of North Carolina, or any political subdivision thereof, and that therefore this Development Ordinance of Rockingham North Carolina, and that therefore this plat is being recorded in the Rockingham County Registry within 30 days of the date below.

Date: \_\_\_\_\_  
 Planning Director: \_\_\_\_\_

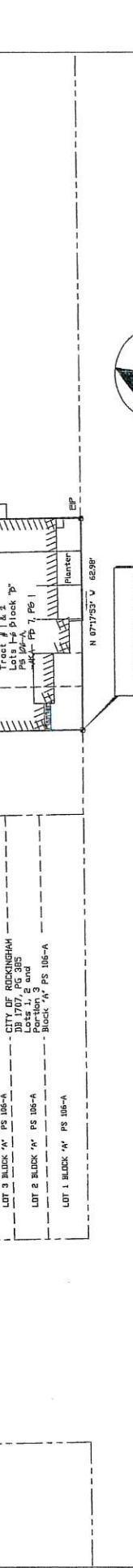
N/M  
 Richmond County  
 Board of Education  
 P.N. # 1499 10/5 19/20



**CERTIFICATE OF APPROVAL**  
 I hereby certify that the above subdivision shown on this plat does not involve the creation of any public or quasi-public utility easements with the United States, the State of North Carolina, or any political subdivision thereof, and that therefore this Development Ordinance of Rockingham North Carolina, and that therefore this plat is being recorded in the Rockingham County Registry within 30 days of the date below.

Date: \_\_\_\_\_  
 Planning Director: \_\_\_\_\_

N/M  
 Richmond County  
 Board of Education  
 P.N. # 1499 10/5 19/20



REVISIONS		LEGEND	
DATE	DESCRIPTION	DATE	DESCRIPTION
		EIP	EXISTING IRON PIPE
		NIP	NEW IRON PIPE
		ECH	EXISTING CONC. MONUMENT
		CC	COMPUTED CORNER/NOT SET
		PP	POWER POLE
		DHU	DYEDHEAD UTILITIES
		UGU	UNDERGROUND UTILITIES

**MCNEILL**  
 SURVEYING & LAND PLANNING, PLLC  
 145 ROCKHAWK PINES DRIVE  
 ROCKINGHAM, NC 28579  
 Phone # 919-977-3190  
 info@mcneill-surv.com

Plat of Property Surveyed for City of Rockingham  
 Rockingham Township / Richmond County / North Carolina

**PLAT # 1**

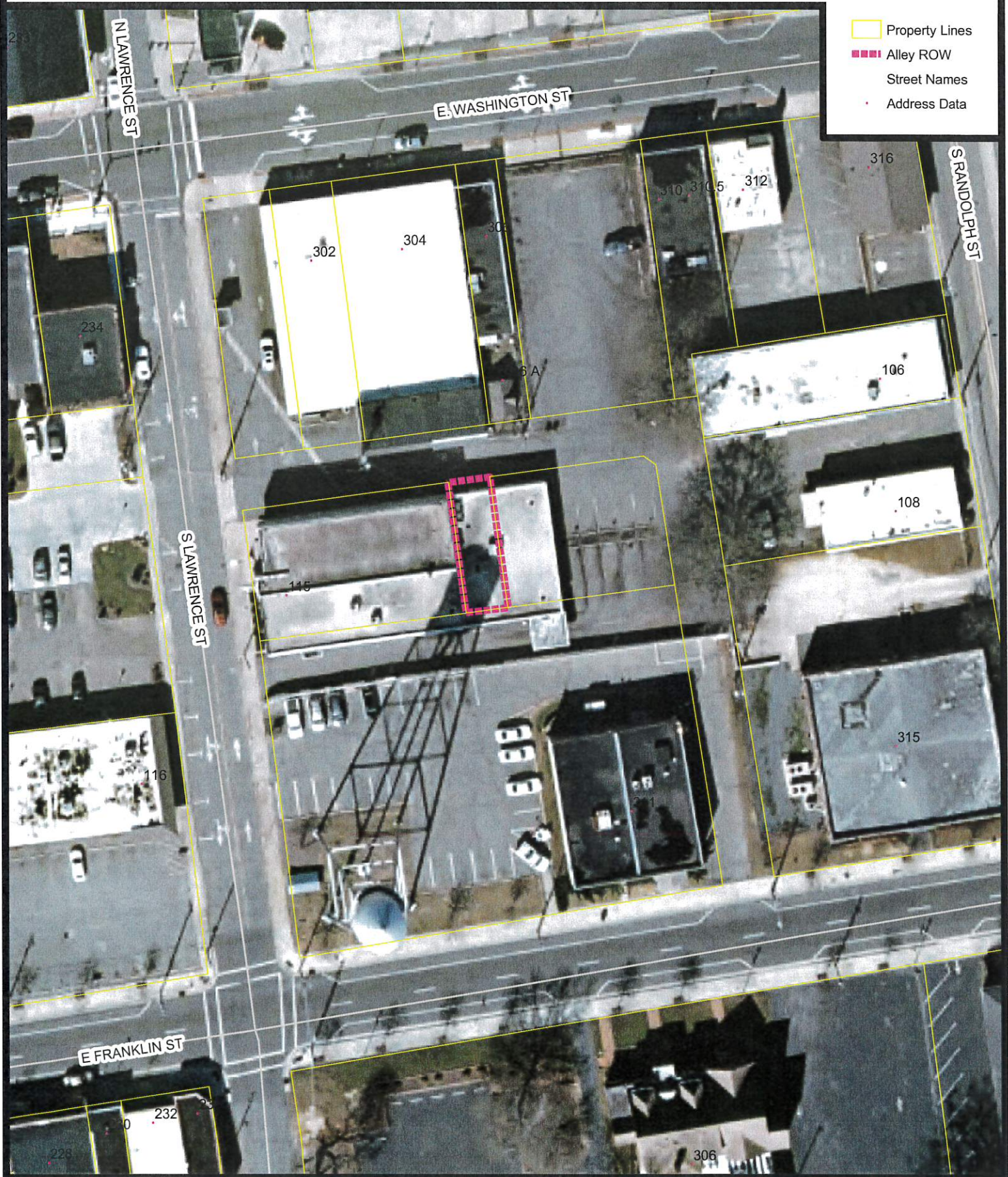
**DATE** 09/28/19  
**PREPARED BY** CSM  
**DRAWN** CSM  
**SCALE** 1" = 20'

# Request for Right-of-way Abandonment

Alley ROW located in building footprint at 115 S. Lawrence Street



Scale:  
1" = 60'



## MEMORANDUM

To: Mayor Steve Morris and City Council Members

From: John R. Massey, Jr., Assistant City Manager

Date: December 21, 2018

Re: Demolition Ordinance for Dilapidated Building located at **130 W. Broad Avenue**

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City staff recommends the City Council approve a demolition ordinance for the dilapidated building located at 130 W. Broad Avenue and identified as Richmond County PIN 7463-15-63-7238. A copy of the demolition ordinance and photographs of the property are included in the agenda packet.

As background information, City staff initiated abandoned structure proceedings in July of 2018. The property owner, Carolina Lodgings, Inc. (Ram K Agarwal, President), and parties of interest were notified of a hearing with the Code Enforcement Officer regarding the condition of the building. The notice was sent via certified and regular mail; published in the Richmond County Daily Journal; and posted on the subject property. The owner and five of his associates did attend the hearing; and indicated their intent to remodel/renovate the burned structure. The Code Enforcement Officer issued his findings of fact and directed the property owners to either repair or demolish the building by November 13, 2018. Again, the notice was sent via certified and regular mail; published in the Richmond County Daily Journal; and posted on the subject property. Very little action has been taken by anyone to date regarding the condition of the subject property.

Section 4. It shall be unlawful for any person to remove or cause to be removed the placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building therein declared to be unfit for human habitation.

Section 5. This ordinance shall become effective upon its adoption.

**Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

NORTH CAROLINA

RICHMOND COUNTY

I, a Notary Public of the County and State aforesaid, certify that Sabrina Y. McDonald personally appeared before me this day and acknowledged that she is City Clerk of the City of Rockingham, a North Carolina municipal corporation, and that by authority duly given and as an act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its municipal seal and attested by herself as its City Clerk.

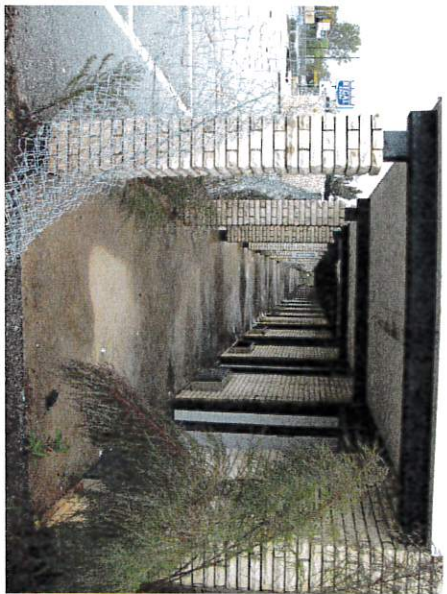
Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

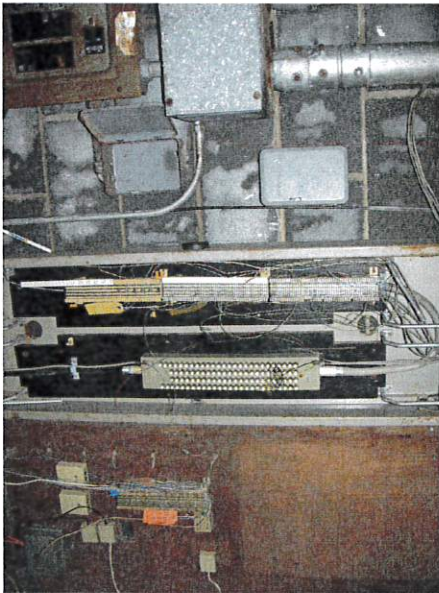
\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

130 W. Broad Avenue





130 W. Broad Avenue

TO: Monty Crump  
FROM: Rockingham Firemen's Relief Fund Board  
Kim Williams, Secretary/Treasurer



DATE: December 20, 2018

RE: City Council appointment to Relief Fund Board

City Council shall appoint, in January, one representative to above board, to hold office for two years. Members appointed shall be residents of the fire district.

**Recommended for two year reappointment:**

Mr. Mart Page (Martin)  
P.O. Box 120  
Rockingham, NC 28380  
910-417-0141  
[martinpage97@gmail.com](mailto:martinpage97@gmail.com)

(Re)Appointment: January 10, 2017

Expires: January 10, 2019

\*(Re)Appointment: January 8, 2019

Expires: January 8, 2021

**2018 BOARD OF TRUSTEES  
LOCAL FIREFIGHTER'S RELIEF FUND BOARD**

**Firefighter's Relief Fund Trustees appointed by Fire Department (2)**

- |   |  |
|---|--|
| <p>1. Mr. Ben Monroe (Member)<br/>199 Pleasant Hill Church Rd.<br/>Ellerbe, NC 28338<br/>Phone: (910) 206-1094<br/>Email: <a href="mailto:monroes28379@yahoo.com">monroes28379@yahoo.com</a><br/>Date (Re)Elected: 1/2/2017 Expires: 1/2/2019</p> | <p>2. Mr. Vernon McKinnon (Member)<br/>239 Northside Drive<br/>Rockingham, NC 28379<br/>Phone: (910) 995-1284<br/>Email: <a href="mailto:vomckinnon3@yahoo.com">vomckinnon3@yahoo.com</a><br/>Date (Re)Elected: 1/2/2017 Expires: 1/2/2019</p> |
|---|--|

**Firefighter's Relief Fund Trustees appointed by City Council (2)**

- |   |  |
|---|--|
| <p>3. Mr. John Massey (Member)<br/>918 Home Avenue<br/>Rockingham, NC 28379<br/>Phone: (910) 895-9088<br/>Email: <a href="mailto:john@gorockingham.com">john@gorockingham.com</a><br/>(Re)Appointed: 1/9/2018 Expires: 1/9/2020</p> | <p>4. Mr. Mart Page (Member)<br/>P.O. Box 120<br/>Rockingham, NC 28380<br/>Phone: (910) 417-0141<br/>Email: <a href="mailto:martinpage97@gmail.com">martinpage97@gmail.com</a><br/>(Re)Appointed: 1/10/2017 Expires: 1/10/2019</p> |
|---|--|

**Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)**

5. Mrs. Kim Williams (Treasurer)  
142 McNeill Road  
Rockingham, NC 28379  
Phone: (910) 417-5494  
Email: [kim@gorockingham.com](mailto:kim@gorockingham.com)  
Appointed: 10/5/2007



**2019 BOARD OF TRUSTEES  
LOCAL FIREFIGHTER'S RELIEF FUND BOARD**

**Firefighter's Relief Fund Trustees appointed by Fire Department (2)**

- |   |  |
|---|--|
| <p>1. Mr. Ben Monroe (Member)<br/>199 Pleasant Hill Church Rd.<br/>Ellerbe, NC 28338<br/>Phone: (910) 206-1094<br/>Email: <a href="mailto:monroes28379@yahoo.com">monroes28379@yahoo.com</a><br/>Date (Re)Elected: 1/14/2019 Expires: 1/14/2021</p> | <p>2. Mr. Vernon McKinnon (Member)<br/>239 Northside Drive<br/>Rockingham, NC 28379<br/>Phone: (910) 995-1284<br/>Email: <a href="mailto:vomckinnon3@yahoo.com">vomckinnon3@yahoo.com</a><br/>Date (Re)Elected: 1/14/2019 Expires: 1/14/2021</p> |
|---|--|

**Firefighter's Relief Fund Trustees appointed by City Council (2)**

- |   |  |
|---|--|
| <p>3. Mr. John Massey (Member)<br/>918 Home Avenue<br/>Rockingham, NC 28379<br/>Phone: (910) 895-9088<br/>Email: <a href="mailto:john@gorockingham.com">john@gorockingham.com</a><br/>(Re)Appointed: 1/9/2018 Expires: 1/9/2020</p> | <p>4. Mr. Mart Page (Member)<br/>P.O. Box 120<br/>Rockingham, NC 28380<br/>Phone: (910) 417-0141<br/>Email: <a href="mailto:martinpage97@gmail.com">martinpage97@gmail.com</a><br/>(Re)Appointed: 1/8/2019 Expires: 1/8/2021</p> |
|---|--|

**Firefighter's Relief Fund Trustees appointed by the Insurance Commissioner (1)**

5. Mrs. Kim Williams (Treasurer)  
142 McNeill Road  
Rockingham, NC 28379  
Phone: (910) 417-5494  
Email: [kim@gorockingham.com](mailto:kim@gorockingham.com)  
Appointed: 10/5/2007

SITE: S. RANDOLPH ST.

## WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made as of the latter of the signature date below, between The City of Rockingham [**SUBJECT TO VERIFICATION**], with its principal offices located at 514 Rockingham Road, Rockingham, N.C. 28379, hereinafter designated "LESSOR" and Cellco Partnership, d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920, hereinafter designated "LESSEE." LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **GRANT.** In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 119 S. Lawrence Street, Rockingham, North Carolina 28379 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and consist of an approximately 400 square foot parcel of land space and space on an existing water tower ("Tower") sufficient for the installation of antennas and appurtenant equipment, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety. [**SUBJECT TO RECEIPT OF FINAL DRAWINGS**]

2. **INITIAL TERM.** This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment. The Parties agree to acknowledge the Commencement Date in writing.

3. **EXTENSIONS.** This Agreement shall automatically be extended for 4 additional 5 year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. **RENTAL.**

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$23,400.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at \_\_\_\_\_ [**ADDRESS TO BE PROVIDED BY LESSOR**] or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment may not be delivered by LESSEE until at least 90 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

(c). Commencing on the first (1<sup>st</sup>) day of each 5 year extension term, LESSEE's annual rent shall be increased by an amount equal to 10% of the annual rental in effect during the last year of the immediately preceding 5 year term.

5. ACCESS.

(a). LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a \_\_\_ [SUBJECT TO RECEIPT OF FINAL DRAWINGS] foot wide right-of-way and in such other areas as may be depicted in Exhibit "B" ("Easement"). LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

(b). LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's Use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS.

(a). The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit.

(b). LESSOR covenants that it will keep the Tower in good repair and in a good condition as required by all Laws (as defined in Paragraph 35 below). The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the LESSOR fails to make such repairs including maintenance the LESSEE may make the repairs and the costs thereof shall be payable to the LESSEE by the LESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the LESSOR does not make payment to the LESSEE within ten (10) days after such demand, the LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the LESSEE to the LESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

(c). Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

(d). Upon the receipt of written request of LESSOR once per five (5) year term, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- ii. LESSOR pays all costs incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least one hundred eighty (180) days written notice prior to requiring LESSEE to relocate;
- iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, structural analysis, environmental studies, or any other due diligence LESSEE

chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, each Party and/or any successor and/or assignees thereof, shall indemnify and hold harmless the other Party, and/or successors and/or assignees thereof, against (i) any and all claims of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents, and (ii) reasonable attorney/s fees, expense, and defense costs incurred by the indemnified Party. Where a claim is the result of the concurrent acts of the Parties, each Party shall be liable under this Paragraph 10 to the extent of its fault or liability therefor. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in Paragraph 10. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations shall survive the termination or expiration of this Agreement.

11. INSURANCE.

(a). The Parties agree that at their own cost and expense, each will maintain commercial general liability insurance with limits of \$2,000,000 for bodily injury (including death) and property damage each occurrence. The Parties agree to include the other Party as an additional insured as their interests may appear under this Agreement. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or the Property, resulting from any fire, or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

(b). In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering Party via telephone to LESSEE'S Network Operations Center (at (800) 621-2622) or to LESSOR at (\_\_\_\_\_) **[LESSOR TO PROVIDE]**, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

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

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's communications equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 15.

15. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate or the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within sixty (60) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within sixty (60) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR, whether by will or intestate succession, or any conveyance to LESSOR's family members by direct conveyance or by conveyance to a trust for the benefit of family members shall not be considered a sale for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full

authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. **ASSIGNMENT.** Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may sublet the Premises in LESSEE's sole discretion.

20. **NOTICES.** Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Rockingham  
**[LESSOR TO PROVIDE]**

LESSEE: Cellco Partnership,  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. **SUBORDINATION AND NON-DISTURBANCE.** Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement (as defined below) from existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering Party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for



such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of the Property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties agree this Agreement and any information exchanged between the Parties regarding the Agreement are confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and cooperate to take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MOST FAVORED LESSEE. LESSOR represents and warrants that the rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than the rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable rent, benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

31. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between LESSOR and LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

SITE: S. RANDOLPH ST.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals  
the day and year last written below.

**LESSOR:**

City of Rockingham  
**[SUBJECT TO VERIFICATION]**

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

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

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

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

**LESSEE:**

Cellco Partnership, dba Verizon Wireless

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

Name: Desmond Jackbir

Title: Director – Network Field Engineering

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

EXHIBIT "A"

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LEGAL DESCRIPTION OF PROPERTY

**[TO BE INSERTED UPON RECEIPT OF TITLE REPORT]**

SITE NAME: S. RANDOLPH ST.

**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**

*[Pending Receipt of Exhibit]*

## RESOLUTION

### Honoring Dr. Martin Luther King, Jr.

**WHEREAS**, the United States Congress, the North Carolina General Assembly and the Richmond County Commissioners have proclaimed January 21, 2019 as a legal holiday to commemorate the life and teachings of Dr. Martin Luther King, Jr., and

**WHEREAS**, the King Holiday is set aside as a day for peace and civil unity and building of understanding between races and cultures; and

**WHEREAS**, Dr. King showed courage, endurance and patience in the face of hostility, criticism and adversity working to promote freedom, justice and peace; and

**WHEREAS**, the local Steering Committee is holding a celebration in honor of Dr. Martin Luther King using the theme "**Unity: Yes We Can!**" and

**WHEREAS**, the Federal Holiday Commission desires that the King Holiday inspire young people to embrace an alternative to violence for settling disputes, conflicts and to reject those influences that destroy rather than sustain life.

**NOW, THEREFORE**, I, M. Steven Morris, Mayor and the Members of the Rockingham City Council do hereby resolve that Monday, January 21, 2019 be set aside as a day to remember Dr. Martin Luther King, Jr. and to promote appropriate activities to further enhance the democratic ideals and concepts advanced by this great American.

This the 8<sup>th</sup> day of January, 2019.

Signed: \_\_\_\_\_  
M. Steven Morris, Mayor

ATTEST:

\_\_\_\_\_  
Sabrina Y. McDonald, CMC  
City Clerk

**DEPARTMENTAL  
ACTIVITY REPORTS  
for  
COUNCIL'S INFORMATION**



**To:** Monty Crump, City Manager  
**From:** Dave Davis, Recreation Director  
**Date:** January 2, 2019  
**Subject:** Activity Report

The following are activities involving our department this month.

Youth Basketball - This program will tip off the 2019 season on Friday, January 11<sup>th</sup>. We have twenty-two teams in five respective divisions and involves approximately 190 participants ranging in age from five to fourteen. If everything goes accordingly we should complete this season the early part of March.

Youth (Spring) Soccer – Registration for this popular sport will begin on Monday, January 28<sup>th</sup> and conclude Monday, February 25<sup>th</sup>.

Field Maintenance – Although our activities have moved inside for the next couple of months our maintenance staff has already begun some initial preparation to our baseball and softball fields. It's cold outside but spring will be here before we know it.



W.D. Kelly, Chief of Police

To: Monty Crump

~~W.D.~~ From: W. D. Kelly  
Chief of Police

Date: January 2, 2019

Ref: December Activity Report

On behalf of the Rockingham Police Department, I am pleased to submit this report for your consideration. The following activities have been undertaken by officers of the Rockingham Police Department.

<b>Total Calls for the Month:</b>	<b><u>1328</u></b>
<b>Animal Control Calls:</b>	<b><u>44</u></b>
<b>Alarm Calls</b>	<b><u>143</u></b>
<b>Escorts:</b>	<b><u>89</u></b>
<b>Unlock Vehicles:</b>	<b><u>140</u></b>
<b>Battery Boosts</b>	<b><u>4</u></b>
<b>Charges Generating Arrest:</b>	
<b>Felonies:</b>	<b><u>60</u></b>
<b>Misdemeanors:</b>	<b><u>64</u></b>
<b>Drug Violations:</b>	<b><u>7</u></b>
<b>Juvenile:</b>	<b><u>1</u></b>
<b>Warrants Served:</b>	<b><u>118</u></b>
<b>Citations:</b>	<b><u>126</u></b>

**Accidents Reported/Investigated:**

<b>Property Damage only:</b>	<b><u>36</u></b>
<b>Personal Injury:</b>	<b><u>5</u></b>

<b>Officer Hours Spent in Court:</b>	<b><u>41</u></b>
<b>Officer Training Hours Logged</b>	<b><u>250</u></b>

**Items of Interest:**

**We had a relatively quiet Holiday Season. We are looking forward to serving our community in 2019 and hope everyone has a safe and healthy New Year.**





**FIRE CHIEF**  
HAROLD ISLER  
**ADMIN. ASST.**  
KRISTY PLAYER

**ASST. CHIEF**

**December-18**

We are pleased to submit the monthly fire report on the activities undertaken by the Rockingham Fire Department during the month of December 2018.

Total Alarms:	<u>35</u>	In Town:	<u>35</u>	Out of Town:	<u>0</u>
Turn In Alarms:	<u>2</u>	Silent Alarms:	<u>33</u>	Structure fire:	<u>2</u>
Wrecks:	<u>11</u>	Alarm Malf:	<u>8</u>	Good Intent:	<u>4</u>
Service Call:	<u>5</u>	Assist Police:	<u>0</u>	Trash/outside fire:	<u>1</u>
Power line down:	<u>0</u>	Assist Ems:	<u>1</u>	Unauthorized burn:	<u>0</u>
Smoke scare:	<u>0</u>	Water rescue:	<u>0</u>	Vehicle fire:	<u>1</u>
Electrical:	<u>1</u>	Search:	<u>1</u>	Mutual Aid:	<u>0</u>

**Hours Spent on Calls: 18 hours 24 minutes**

Total Property Exposed to Fire:	<u>\$415,000.00</u>
Total Property Damaged by Fire:	<u><u>\$63,500.00</u></u>
Total Property Saved:	<u>\$351,500.00</u>

During the month of December members of the fire department averaged 17 training hours per person; part-paid members averaged 4 hours per person for the month.

**Public Life & Safety:**

- ~Installed 3 car seats
- ~91 kids and 8 adults from LJ Bell toured the fire station and learned about fire safety

Respectfully Submitted,

Harold Isler  
Fire Chief