MEETING OF THE BOARD OF TRUSTEES
APPALACHIAN STATE UNIVERSITY
PLEMMONS STUDENT UNION

Friday, September 24, 2021
2:00 p.m.

AGENDA

1. Call to Order
   Chair Scott K. Lampe
   ACTION

2. Roll Call & Recognition of Visitors
   Chair Scott K. Lampe
   ACTION

3. Oath of Office
   The Honorable Rebecca Eggers-Gryder
   ACTION

4. Approval of Absences
   Chair Scott K. Lampe
   ACTION

5. Approval of the June 18, 2021 Meeting Minutes
   Chair Scott K. Lampe
   ACTION

6. Remarks from Chancellor Sheri Everts
   INFORMATION

7. Report from Academic Affairs Committee
   Chair John M. Blackburn
   ACTION

8. Report from Athletics Committee
   Chair R. Thomas Sofield
   ACTION

9. Report from Audit Committee
   Chair James M. Barnes
   INFORMATION

10. Report from Business Affairs Committee
    Chair Kimberly M. Shepherd
    ACTION

11. Report from Student Affairs Committee
    Chair James K. Reaves
    INFORMATION

12. Report from Governance Committee
    Chair Scott K. Lampe
    ACTION

13. Report from Nominating Committee
    Chair John M. Blackburn
    ACTION

14. Closed Session
    ACTION

15. Reconvene in Open Session
    ACTION

16. Adjournment
    ACTION
MEETING OF THE GOVERNANCE COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Friday, September 24, 2021
9:00 a.m.
Room 415 – Rough Ridge
Plemmons Student Union

AGENDA

1. Call to Order
   Scott K. Lampe, Chair
   ACTION

2. Approval of Minutes
   ACTION

3. Board of Trustees Bylaws Amendment
   ACTION

4. Affiliated Board Appointments
   ACTION

5. Resolution to Amend and Restate Delegated Authority
   ACTION

6. Adjournment
   ACTION
MEETING OF THE ACADEMIC AFFAIRS COMMITTEE  
APPALACHIAN STATE UNIVERSITY  
BOARD OF TRUSTEES  

Friday, September 24, 2021  
10:00 a.m.  
Room 415 – Rough Ridge  
Plemmons Student Union  

AGENDA

1. Call to Order  
ACTION

2. Introductions  
INFORMATION

3. Review and Approval of Open Minutes  
ACTION

4. Wayne Sumner Distinguished Professorship Plan  
(EXHIBIT A-1)  
ACTION

5. Hayes School of Music Presentation  
INFORMATION

6. Adjournment  
ACTION
The Plan for Establishment of the
Sumner Insurance Distinguished Professorship
in the Walker College of Business at Appalachian State University

Walker College of Business

The mission of the Walker College of Business is to deliver transformational educational experiences that prepare and inspire students to be ethical, innovative, and engaged business leaders who positively impact our community, both locally and globally. Dedicated to instructional excellence, our faculty is also actively engaged in scholarship in practice, theory and pedagogy, and service activities that make possible these transformational educational experiences and serve to benefit the business discipline and the broader community.

Professorship Purpose

The Sumner Insurance Distinguished Professorship will serve the following purposes:

1. to allow the Walker College of Business to honor Wayne Sumner; and

2. to allow the Walker College of Business to attract and retain additional talent to teach, research, and perform service in the field of insurance.

Honoring Wayne Sumner

Wayne L. Sumner is the founder and Chairman of the Board of Jackson Sumner & Associates. He entered the insurance industry in 1975 after graduating from Appalachian State University with a BSBA degree. Not only has Mr. Sumner served as a past president of the NC Surplus Lines Association, but he also served on a committee for rewriting the surplus lines license test in 2015. Mr. Sumner was later awarded a Lifetime Achievement Award from the NC Surplus Lines Association for this work. In 1997 and again in 2011, Mr. Sumner was recognized by the Independent Insurance Agents of NC (IIANC) as their Company Professional of the Year and played an instrumental part in the electronic filing of Form F’s in NC.

In 2012, Mr. Sumner was awarded the Outstanding Service Award from Appalachian State University for his service and support of App State. In 2013, Mr. Sumner was honored by App State again with the opening of the Wayne L. Sumner Broadcast Studio for the new home of WASU Radio.

In 2017, Mr. Sumner was recognized by the Independent Insurance Agents of South Carolina (IABSC) as Industry Person of the Year. In 2017, NC Governor Roy Cooper honored Mr. Sumner with The Order of the Long Leaf Pine. In 2018, Mr. Sumner was awarded the Company Professional of the Year from the Independent Insurance Agents of Virginia (IIAV).

Mr. Sumner has been a long time supporter of the Risk Management and Insurance program in the Walker College of Business. He has hired numerous graduates and continues to employ interns during the academic year. Mr. Sumner served for many years on the Advisory Board for the Brantley Risk and Insurance Center at Appalachian State University.
Proposed Procedure for Establishing the Distinguished Professorship

- The Sumner Insurance Professorship will support a single position in the Walker College of Business. The professorship is open to the academic ranks of full professor as a distinguished professor, or associate professor as distinguished scholar. A recipient will retain the professorship for a period of five (5) years; re-appointment is possible, subject to satisfactory annual review. Any request for reappointment shall be presented in the final year of the professorship to the Dean of the Walker College of Business. The Dean will review the request in consultation with the Department Chairperson. The Board of Trustees will make the final decision regarding reappointment upon the Chancellor’s recommendation.

- The holder will be salaried in an amount at or above the average salary for professors of the same classification/rank in the department. Income from the Professorship endowment will be used to subsidize the professor’s salary and to provide additional operating and travel expenses for the professor.

Selection of the Distinguished Professor

- Internal and external applicants may be considered. The search and selection process will follow established University guidelines as referenced in the Appalachian State University Faculty Handbook. The rank and title will be decided at the time of appointment, and will be dependent upon the qualifications of the appointee.

- The search committee and the Department Chairperson shall submit separate recommendations to the Dean of the Walker College of Business. The Dean may accept the recommendation of the committee and/or chairperson or recommend a different faculty member to the Provost for appointment to the position.

- The Provost will then submit an independent recommendation to the Chancellor. Final approval of the appointment is made by the Board of Trustees upon the Chancellor’s recommendation.

- The selected candidate must have a demonstrated record of outstanding performance in instruction, scholarship, or service in the insurance discipline, and a record of performance in all three of these areas which at least meets expectations.

- The selected candidate must have a record of representing an organization or institution well, serving as a positive role model for students, and must represent an organization or institution with accuracy, forthrightness, integrity, and dignity. The professorship may be revoked by the dean if there is evidence that the professor does not meet these expectations.

- The recipient of the Distinguished Professorship shall maintain a high level of professional service, scholarship, and leadership beyond the institution. Additionally, the recipient will be expected to be available for consultation with faculty, researchers, and the community; and will contribute to the University in ways suitable to his/her background and talents.

- The recipient will provide service to the North Carolina insurance industry and will serve as a liaison between the University, the Walker College of Business and the industry.
Benefits to the Institution

- Allows Appalachian State University to remain competitive to attract and retain high-quality faculty and students.

- Enhances the reputation of Appalachian State University and the Walker College of Business.

- Provides expertise in insurance shared with students, faculty and community.

- Advances the mission, vision, and values of Appalachian State University.
MEETING OF THE ATHLETICS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Friday, September 24, 2021
1:00pm
Room 415 – Rough Ridge
Plemmons Student Union

AGENDA

1. Call to Order
   ACTION
2. Approval of Minutes
   ACTION
3. Student-Athlete Profile
   INFORMATION
4. Comments from Director of Athletics
   Doug Gillin
   INFORMATION
5. Closed Session
   ACTION
6. Adjournment
   ACTION
MEETING OF THE AUDIT COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Friday, September 24, 2021
11:00am
Room 417 – Beacon Heights
Plemmons Student Union

AGENDA

1. Call to Order
   ACTION

2. Review and Approval of Minutes
   ACTION

3. Summary of 2021-22 Audit Plan and Recent Internal Audit Reports
   INFORMATION

4. Other:
   a. 2021 Board of Trustees Audit Committee Certification Letter
      INFORMATION
   b. NC Internal Audit Self-Assessment and Maturity Model Dashboard for Fiscal Year 2021
      INFORMATION
   c. Self-Assessment of Internal Controls over Financial Reporting for Fiscal Year 2021
      INFORMATION
   d. Enterprise Risk Management Update
      INFORMATION

5. Closed Session
   INFORMATION

6. Open Session and Adjournment
   ACTION
MEETING OF THE BUSINESS AFFAIRS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Friday, September 24, 2021
10:00 a.m.
Beacon Heights - Room 417
Plemmons Student Union

AGENDA

1. Call to Order

2. Approval of Minutes ACTION

3. Howard Street Easement - (EXHIBIT D-1) ACTION

4. Approval of Integrated Priority List - (EXHIBIT D-2) ACTION

5. Demolition of Bowie and Eggers - (EXHIBIT D-3) ACTION

6. Capital Projects - (EXHIBIT D-4) ACTION
   Holmes Center Fire Alarm, Roof Repairs and Mechanical
   Holmes Center Stairs
   Anne Belk Envelope
   Cone Hall Roof Phase II
   Belk Library Maker Space & Idea Factory Renovation

7. Leases - (EXHIBIT D-5) ACTION
   AT&T Cell Tower Space
   Carolina West Cell Tower Space

8. Capital Project Updates INFORMATION

9. Adjournment INFORMATION
STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

EASEMENT AGREEMENT

This Easement Agreement (the “Easement”) is made and entered as of the date set forth further below by and between Appalachian State University, a constituent institution of the University of North Carolina System (hereinafter, “Appalachian”), (hereinafter, “Appalachian” or “Grantor”) and the Town of Boone, a North Carolina municipal corporation (hereinafter, “Grantee”).

BACKGROUND STATEMENT

WHEREAS, Appalachian owns two tracts, one pursuant to a deed recorded in Deed Book 242 at Page 521 of the Watauga County public registry which property is bordered in part by River Street to the South, Center Street to the East, and in part by tract to the North owned by the State of North Carolina (hereinafter the “Appalachian Tract”), and the other pursuant to a deed recorded in Deed Book 309 at Page 142 of the Watauga County public registry (naming the State of North Carolina as grantee) which property abuts and may encompass a portion of Howard Street to the North and Appalachian Street on the East (hereinafter the “NC Tract”); and

WHEREAS, Grantee desires to construct certain improvements along Howard Street in Boone, North Carolina as part of its ongoing Howard Street Revitalization Project. The Grantee has requested a drainage and a pedestrian easement and several temporary construction easements which are shown more particularly (and labeled “PDE,” “PE” and TCE,” respectively) on the survey by David Martin Powell Engineers & Surveyors dated September 2, 2021, attached as Exhibit “A” and incorporated herein by reference (the “Survey”); and

WHEREAS, the Appalachian Tract and NC Tract have “Millennial Campus” designations pursuant to N.C. Gen. Stat. Chapter 116, Article 21B, Section § 198.34 of which provides in relevant part that Appalachian has the authority to make the dispositions set forth hereinbelow for the limited term provided without first seeking the approval of the Governor and the Council of State; and

NOW THEREFORE, for and in consideration of the sum of One Dollar ($1.00), the mutual covenants contained herein including, without limitation, the installation by Grantee of certain additional improvements requested by Appalachian and further described in section 6 herein below, the Grantor hereby grants and conveys to Grantee the following easements:

1. Permanent Drainage Easement. Being fifteen (15) feet wide and beginning at the northwest corner of the NC Tract and southern boundary of
Howard Street marked by “L1” on Exhibit “A,” the permanent drainage easement runs southwest along the western boundary line across the southern boundary line of the NC Tract into the Appalachian Tract to the point marked “L9” and is a total of 0.050 acres (2,166 square feet) (the “Drainage Easement Area”). The Drainage Easement is granted to Grantee for purposes of excavating, installing, inspecting, operating, maintaining, repairing, backfilling, and reconstructing storm water lines, and such pipes, manholes, fittings, fixtures and other structures and accessories as from time to time may be required (collectively, the “drainage improvements”), together with the full right of access to and egress from the Drainage Easement Area.

2. **Permanent Pedestrian Easement.** The pedestrian easement (“PE” on Exhibit “A”) begins at the same northwest corner of the NC Tract and southern boundary of Howard Street and runs east along the northern boundary line of the NC Tract terminating at the northeast corner of the NC Tract and Appalachian Street. This easement is a total of 0.017 acre (742 square feet) and shall be for the purposes of constructing, installing, using, repairing, improving, replacing, and maintaining a pedestrian sidewalk, as well as any necessary or related infrastructure and appurtenances (collectively, the “sidewalk improvements”) located or to be located on the Property as approximately shown on Exhibit A attached hereto and incorporated herein by this reference, as well as for the use of the easement for pedestrian traffic by the public; the easement area will be no greater than six feet wide at its widest point as shown on Exhibit “A” (the “Pedestrian Easement Area”).

3. **Temporary Construction Easements:** Grantee shall have five temporary construction easements as follows which are denoted by “TCI” on Exhibit “A,” for the purposes of excavating, installing, constructing, and inspecting the sidewalk improvements and the drainage improvements, together with the full right of access to and egress from the Temporary Construction Easement areas:

   **A. Three on the NC Tract:**

   i. Being a total 0.010 acres (459 square feet) located near the northwest corner of the NC Tract and marked by calls L7, L8, L11, L12 and L13 on Exhibit “A.”

   ii. Being a total of 0.011 acres (496 square feet) located at the southwest corner along the boundary line shared with the Appalachian Tract and marked by calls L15 through L18 on Exhibit “A:” and

   iii. Being a total of 0.062 acres (2,690 square feet) and located in the northeast corner of the NC Tract, and marked in part by line calls L2, L5, and L6 and the remainder by calls and distances all shown on Exhibit “A.”
B. Two on the Appalachian Tract:
   i. Being a total of 0.014 acres (595 square feet) located on
      the Appalachian Tract at the northern boundary line
      where it intersects with the southern boundary lines of
      the NC Tract and marked by shared call L17, and calls
      L19-L21 on Exhibit “A;” and
   ii. Being a total of 0.020 acres (876 square feet) and abutting
      the northern boundary line of the Appalachian Tract
      where it intersects at the southern shared corner of the
      NC Tract and the property owned by Fairfield on Howard,
      LLC and being marked by calls L22 though L25 on
      Exhibit “A.”

4. Term and Condition(s) of Easements.
   A. Pursuant to N.C. Gen. Stat. Chapter 116, Article 21B, Section §
      198.34, the Pedestrian Easement and Drainage Easement shall be for a term
      of 99 years and no more. The temporary construction easements will
      automatically terminate upon completion of improvements described herein
      by Grantee. Use of the term “permanent” to describe any easements herein is
      merely to distinguish them from the temporary construction easements and
      in no way affects the 99-year limitation.
   B. Notwithstanding the foregoing terms, there are certain electrical
      improvements owned by Appalachian State University, d/b/a New River
      Light and Power, located on the northern boundary of the NC Tract which
      will be marked, if necessary, by NRLP and must not be disturbed or moved.
   C. In the event that Grantor desire to develop the NC Tract or
      Appalachian Tract for any purposes in the future which may interfere with or
      would require relocation of the Drainage Easement or alteration of the
      Pedestrian Easement, Grantor, its successors, and assigns may move the
      location of the Drainage Easement (and, thus, the improvements located
      within same) at its expense.
   D. The easements granted herein are subject to all existing rights of
      way and easements of record—public and private.

5. Easements Appurtenant. The easements granted hereby are
   easements appurtenant for the benefit of Grantee, its successors, and assigns,
   shall be easements running with the land for the term(s) set forth herein, and
   shall be binding upon Grantor its successors and assigns.

6. Grantee Responsibilities.
   A. Grantee shall bear the full cost of installing, maintaining,
      repairing, and replacing the improvements to be located in the Drainage
      Easement Area and Pedestrian Easement Area.
   B. As shown on Exhibit “A,” Grantee shall, at its expense, close off
the existing driveway entrance providing ingress and egress from parking lot on the NC Tract to Howard Street by constructing a curb at the northern boundary line of the NC Tract, said curb to be specifically located subject to and in conjunction with the sidewalk installation as provided pursuant to the Pedestrian Easement described hereinabove.

C. As shown on Exhibit "A," Grantee shall construct, at its expense, a new 12-foot-wide driveway providing ingress and egress from the eastern side of the parking area on the NC Tract to Appalachian Street just south of the intersection of Appalachian and Howard Streets. In addition, Grantee shall install, at its expense, removable bollards (the specific look and type to be approved by Appalachian in advance of installation) within the foregoing driveway.

D. As shown on Exhibit "A," Grantee shall install, at its expense, a 12-inch-wide trench drain running west to east across Appalachian Street, immediately south of the intersection with Howard Street, and a buried 12-inch pipe on the southeast corner of Howard and Appalachian Streets connecting the trench drain to the storm water drainage system.

E. As shown on Exhibit "A," Grantee shall construct, at its expense, a new 12-foot-wide driveway at the southeast side of the Drainage Easement Area for ingress and egress from the northern parking area of the Appalachian Tract to the parking area of the NC Tract. Grantor shall bear the cost of installing a gate at said driveway if so desired.

F. Grantee shall not disrupt any utilities serving any properties owned by Appalachian, or any other entity holding property for the benefit of Appalachian, without first notifying Appalachian regarding the duration and nature of the disruption and receiving written (email is acceptable) authorization from Appalachian.

G. Except as may be provided hereinabove, Grantee will be responsible for restoring the Appalachian Tract and NC Tract to their condition existing prior to the commencement of use by and installation of the drainage and pedestrian improvements by Grantee including, without limitation, reseeding, replanting grass, landscaping, and other green spaces and repairing hardscape areas of pavement, pavers, curbs, etc. that may be damaged during construction/ installation.

H. Grantee shall obtain all necessary permits required by and shall construct/ install and maintain all improvements in accordance with local, state, and federal law.

7. **Indemnification.** Grantee shall indemnify and hold harmless Grantor its successors and assigns, from all liability and costs, including reasonable attorney’s fees, arising out of the installation, maintenance, replacement, and repair of the Improvements to be located in the Drainage Easement Area and the Pedestrian Easement Area. Further, Grantee shall indemnify and hold harmless Grantor its successors and assigns, from all liability and costs,
including reasonable attorney's fees, arising out of the use of the Temporary Construction Easement Areas.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed and it shall be effective as of the date of recordation in the Watauga County Register of Deeds.

[SIGNATURE PAGES TO FOLLOW]
APPALACHIAN STATE UNIVERSITY

Sheri Everts
Chancellor

Watauga County, North Carolina

I certify that the following person(s), Sheri Everts, personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purpose stated therein and, in the capacity, indicated: Chancellor of Appalachian State University.

Date: ______________ Signature: __________________________

Print Name: __________________________

(Official Seal) My Commission expires: ______________
TOWN OF BOONE

_________________________________________  Date: ____________________________

Rennie Brantz
Mayor

ATTESTED BY: _____________________________

Clerk, Town of Boone

Watauga County, North Carolina

I, a Notary Public of the County and State aforesaid, certify that Nicole Harmon personally appeared before me this day and acknowledged that she is the Clerk for the Town of Boone, a North Carolina municipality and, that by authority duly given and as an act of the Town of Boone, the foregoing instrument was signed in its name by its Mayor, Rennie Brantz, and attested by her as the Town Clerk.

Date: ___________  Signature: _______________________

Print Name: _____________________________

(Official Seal)  My Commission expires: ___________
Date: September 10, 2021
From: Nick Katers, Associate Vice Chancellor for Facilities Management
Re: Decision Item – Approval of Integrated Priority List for FY22

The requirement to validate our integrated priority list (IPL) is an annual process. Normally by this time in the state budget process, we have a known funding amount given to us by the UNC Board of Governors in order to match against our IPL. This year’s process has been quite different from past years. The UNC System Office took our expanded six-year integrated priority list that is turned in each October and made it part of the state budget negotiation. The budget process then established several years’ worth of projects as line item in the proposed biennium budget. The IPL has been reviewed by all relevant stakeholders and approved by the Chancellor for presentation to the Board of Trustees.

The following are the prioritized recommendations that are include in the current budget draft legislation based on the IPL submitted last October:

1. Walker Hall HVAC Repair and Upgrades - ($500,000)
2. Walker Hall Envelope and Structural Repair - ($1,300,000)
3. Campus Wide Electronic Door Access Installation - ($1,500,000)
4. Chapell Wilson Gutter/Soffit/Roof Replacement - ($600,000)
5. Smith Wright Hall Roof Repair and Replacement - ($1,000,000)
6. Holmes Convocation Center Chiller - ($200,000)
7. B.B. Dougherty Chiller Repair - ($100,000)
8. Facilities Operations/Motor Pool Wall Repairs - ($300,000)
9. John E. Thomas Chiller/Compressor Upgrades - ($250,000)
10. Anne Belk Hall Hot Water Piping Replacement - ($500,000)
11. Edwin Duncan Hall HVAC and Lighting Improvements - ($800,000)
12. John E. Thomas Envelope - ($300,000)
13. Howard Street Hall Road Opening - ($200,000)
14. Holmes Convocation Center Variable Air Volume Replacement - ($150,000)
15. Peacock Hall Elevator Upgrade ($200,000)
16. University Hall Sprinkler System ($250,000)

Total R&R amount in proposed budget allocation: $8,150,000

Additionally, there is the opportunity to use carry forward dollars to expand the items being addressed off the IPL. The following items were on the IPL but did not make it into the proposed budget allocation. We are proposing to use our carry forward of $3.031M for the following projects:

1. Holmes Convocation Center Fire Alarm and Roof Repairs - ($1,031,676)
2. Holmes Convocation Center Stairs and Entrance Repairs - ($1,000,000)
3. Anne Belk Hall Envelope Repairs ($1,000,000)

Total Carry forward amount proposed against Integrated Priority List: $3,031,676

The carry forward projects can be started without the state budget process approval. The three projects using carry forward will be presented in detail later in the presentation. The remainder of the IPL will not be finalized until the state budget is approved.
STATE OF NORTH CAROLINA  
DEPARTMENT OF ADMINISTRATION  

DISPOSITION OF REAL PROPERTY  

Institution or Agency: Appalachian State University  
Date: 24 September 2021  

The Department of Administration is requested, as provided by GS §146-28 et seq., to dispose of the real property herein described by purchase, lease, rental, or other (specify). **Demolition**  

This disposition is recommended for the following reasons:  

Appalachian State University ("University") is requesting the demolition of Bowie Residence Hall, a 55-year-old building used for student housing.  

The University researched the renovation of the existing facility as a part of developing a master plan for student housing. It was determined to be more cost effective to raze the building and replace it with new construction compared to renovating the existing facility due to the current condition of the facility and the work required to bring the building up to current building code and campus design standards.  

In 2014, the University completed a study for a renovation of a similar residence hall on the University campus with an estimate cost of renovation at over $114,000 per bed. The construction cost for new replacement facilities through the P3 is approximately $71,000 per bed. The University is expanding its on-campus student housing utilizing a Public-Private Partnership, ("P3") led by its developer partner, RISe. The entire P3 housing project (which noted the need to demolish Bowie Residence Hall as part of the phased development) has previously been approved by all applicable State authorities. Phases 1 and 2 of the project are complete and Phase 3, which is currently underway, will replace the 280 beds previously provided in Bowie Hall. Demolition of Bowie Hall is being requested as part of Phase 3 of the project in order to provide surface parking on land currently occupied by Bowie Hall.  

Description of Property: (Attach additional pages if needed.)  

Built in 1966, Bowie Hall is a 9-story residence hall with 52,520 GSF and 43,934 assignable square feet. It is located at 262 Jack Branch Drive (formerly 418 Stadium Heights Drive) in Boone, NC, 28607. It occupies a portion of Watauga County parcel 2900-66-0216-000. Bowie Hall’s fixed asset number is #00257475.  

Estimated value: **Insured for $19,596,131 replacement value in 2020.**  

Where deed is filed, if known: **Watauga County, a portion of 2900-66-0216-000**  

If deed is in the name of agency other than applicant, state the name:  

**N/A**  

Rental income, if applicable, and suggested terms:  

**N/A**  

Funds from the disposal of this property are recommended for the following use:  

**N/A**  

*(Complete if Agency has a Governing Board.)*  
Action recommending the above request was taken by the Governing Board of Appalachian State University and is recorded in the minutes thereof on **September 24, 2021.**  

Signature:  
Title: **Chairman**
STATE OF NORTH CAROLINA  
DEPARTMENT OF ADMINISTRATION  
DISPOSITION OF REAL PROPERTY

Institution or Agency: Appalachian State University  
Date: 24 September 2021

The Department of Administration is requested, as provided by GS §146-28 et seq., to dispose of the real property herein described by purchase, lease, rental, or other (specify). Demolition

This disposition is recommended for the following reasons:

Appalachian State University ("University") is requesting the demolition of Eggers Residence Hall, a 51-year-old building used for student housing.

The University researched the renovation of the existing facility as a part of developing a master plan for student housing. It was determined to be more cost effective to raze the building and replace it with new construction compared to renovating the existing facility due to the current condition of the facility and the work required to bring the building up to current building code and campus design standards.

In 2014, the University completed a study for a renovation of a similar residence hall on the University campus with an estimate cost of renovation at over $114,000 per bed. The construction cost for new replacement facilities through the P3 is approximately $71,000 per bed. The University is expanding its on-campus student housing utilizing a Public-Private Partnership, ("P3") led by its developer partner, RISE. The entire P3 housing project (which noted the need to demolish Eggers Residence Hall as part of the phased development) has previously been approved by all applicable State authorities. Phases 1 and 2 of the project are complete and Phase 3, which is currently underway, will replace the 280 beds previously provided in Eggers Hall. Demolition of Eggers Hall is being requested as part of Phase 3 of the project in order to provide surface parking on land currently occupied by Eggers Hall.

Description of Property: (Attach additional pages if needed.)

Built in 1970, Eggers Hall is a 9-story residence hall with 52,759 GSF and 43,836 assignable square feet. It is located at 264 Jack Branch Drive (formerly 388 Stadium Heights Drive) in Boone, NC, 28608. It occupies a portion of Watauga County parcel 2900-66-0216-000. Eggers Hall’s fixed asset number is # 00257581

Estimated value: **Insured for $19,685,306 replacement value in 2021.**

Where deed is filed, if known: **Watauga County, a portion of 2900-66-0216-000**

If deed is in the name of agency other than applicant, state the name:

N/A

Rental income, if applicable, and suggested terms:

N/A

Funds from the disposal of this property are recommended for the following use:

N/A

(Complete if Agency has a Governing Board.)

Action recommending the above request was taken by the Governing Board of Appalachian State University and is recorded in the minutes thereof on **September 24, 2021.**

Signature: 
Title: Chairman
Date: September 7, 2021

From: Nick Katers, Associate Vice Chancellor for Facilities Management

Re: Action Item – New Capital Improvement Authorization for Holmes Convocation Center

Fire Alarm Replacement and Roof Repairs $1,031,676

This is a carry forward supported project taken from the current integrated priority list. Carry forward is a state appropriation permitted by legislation and considered a non-general fund once it transitions to a follow on year. This project was previously approved in 2019 as a carry forward project for ~$500K. Once the full scope was resolved during design, we determined it was impossible to complete the required project at that authorization level due to escalation of materials. It returned to the integrated priority list for future funding. With this year’s level of carry forward, we made the decision to return this project to an active state. The Holmes Convocation Fire Alarm system is obsolete and not code compliant. During major events, several facilities personnel are stationed throughout the building to disable false alarm indicators. In addition, there are several emergency roof repairs required to prevent frequent water intrusion. The same designer can be used for both portions of this project since it deals with repairs most associated with the roof level of the building. The estimated cost of the project is $1,031,676 and falls within the approval threshold of the UNC Board of Governors. If approved today by the Appalachian State Board of Trustees, this project will be submitted for consideration at the November UNC Board of Governors meeting.

The scope of work includes a new addressable fire system in the building, with programmable horns and visual strobes for occupant notification in the portion of the building that is classified as Business Occupancy. Emergency voice communications speakers for notification are to be added to the portion of the building classified as Assembly Occupancy. Work will also include connecting the existing smoke exhaust system into the fire alarm smoke control system. In addition, select areas of the roof will have repairs done to correct deterioration issues.

This project is time sensitive and needs to be completed during the summer session when the use of the Holmes Convocation center is at a minimum. We anticipate a construction start of May 2022. The project duration is 3 months.
The Holmes Convocation Fire Alarm system is obsolete and not code compliant. A new addressable system will be installed in the building, with programmable horns and visual strobes for occupant notification in the portion of the building that is classified as Business Occupancy. Emergency voice communications speakers for notification are to be added in the portion of the building classified as Assembly Occupancy. Work will also include connecting the existing smoke exhaust system into the fire alarm smoke control system.

CURRENT ESTIMATED CONSTRUCTION COST

<table>
<thead>
<tr>
<th>CNT</th>
<th>UNIT</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>C.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<td>6.</td>
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<td>7.</td>
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<td>8.</td>
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<tr>
<td>9.</td>
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<tr>
<td>10.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

D. Equipment

<table>
<thead>
<tr>
<th>CNT</th>
<th>UNIT</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost of Work:

$ 859,133

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in $ field and explain.

DESIGN FEE 9.50 % (% of Estimated Construction Costs)

$81,818

PRECONSTRUCTION COSTS 0 % (% of Estimated Construction Costs [1% for CM(Risk)])

$ -

COMMISSIONING 0 % (0.5% simple; 1.0% moderate; 1.5% complex)

$ -

SPECIAL INSPECTIONS/MATERIALS 1 % (1.25% estimated)

$ 8,591

SUSTAINABILITY 0 % (3% LEED Gold, 2% LEED Silver)

$ -

ADVANCE PLANNING 0 % (% of Estimated Construction Costs)

$ -

CONTINGENCIES 5 % (% of Estimated Construction Costs [3% New or 5% R&R])

$ 42,957

TOTAL ESTIMATED COSTS

$ 992,299

Escalation = percent per month multiplied by number of months

(From Estimate Date as entered above on this form to midpoint of construction) = 11 months 5.0 % annually beginning on month 1

$39,377

TOTAL ESTIMATED PROJECT COSTS (Estimated Construction Costs + Escalation Cost Increase)

$ 1,031,676

APPROVED BY: [Signature]

TITLE: AVG Facilities Management

DATE: 7 SEP 21
### CURRENT ESTIMATED CONSTRUCTION COST

**A. Land Requirement**
Attach basis and justification for estimate. Include description, quantities, units, special features, similar cost on recent projects, etc.

**B. 1. Demolition**
Includes purchase and acquisition costs (title search, filing fees, other legal fees, etc.) required to obtain land.

**B. 2. Site Work**
Includes but may not be limited to grading, excavating, poor soils and/or rock removal, utilities relocation, roads, walks, parking, streambank repairs, stormwater management, retaining walls, rainwater harvesting systems, landscaping.

**C. 1. Utility Services**
Attach explanation of any special building, mechanical, or electrical service requirements with appropriate distance to existing buildings, water, gas, electrical or other utility service.

**C. 9. Associated Construction Costs**
Includes but may not be limited to construction fire alarm testing, utility shut downs, utilities, signage, security, displaced parking, staging, lock cores, keys.

**C. 10. Other**
List and describe other significant sources of cost not included elsewhere. Additional lines may be added if needed.

### PRECONSTRUCTION COSTS
Includes but may not be limited to land surveys, lead/asbestos surveys, environmental assessments, copying, postage, costs of print advertising, and destructive testing. For CM at Risk, preconstruction costs are consistent with the requirements of the preconstruction services agreement.

### CONTINGENCIES
Unanticipated or unforeseen conditions including but not limited to design error and omissions, concealed site conditions, utility conflicts, and extended overhead resulting from weather or other delay.
The University of North Carolina System
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution Appalachian State University □ Advance Planning Request □ New Capital Project □ Code
Item * □ Increase in Authorization from $ $ $ to $ $ $ Code □ Item
Interscope Project Number

*If this project has previously had advance planning authority, please identify relevant code/item number.
Project Title Holmes Convocation Center – Fire Alarm Replacement and Roof Repairs
Project Cost $1,031,676.00
Source of Funds Carry Forward

Fund Type □ Appropriated/ □ Carry-Forward □ Student Fees □ Trust Funds □ Debt Service Fees
Category R&R
Including gifts/ donations

(If multiple funding sources are used, Identify source and % distribution across sources, refer to list of fund sources below. Sum of all sources should equal 100%.)

For each advance planning project or capital construction project, please provide the following:
1. A detailed project description and justification.
   The Holmes Convocation Fire Alarm system is obsolete and not code compliant. A new addressable system will be installed in the building, with programmable horns and visual strobes for occupant notification in the portion of the building that is classified as Business Occupancy. Emergency voice communications speakers for notification are to be added in the portion of the building classified as Assembly Occupancy. Work will also include connecting the existing smoke exhaust system into the fire alarm smoke control system.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form).

3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).
   Designer start: 11/01/2021  Construction start: 05/01/2022  Construction complete: 08/31/2022

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

<table>
<thead>
<tr>
<th>FY/Quarters</th>
<th>21-22 Q1</th>
<th>21-22-Q2</th>
<th>21-22-Q3</th>
<th>21-22-Q4</th>
<th>22-23-Q1</th>
<th>22-23-Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Amount</td>
<td>$0</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$300,000</td>
<td>$550,000</td>
<td>$131,676</td>
</tr>
</tbody>
</table>

5. An estimate of maintenance and operating costs and source of funding to support these costs, including personnel, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests).

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source/ $ Amount</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

6. An estimate of revenues, if any, likely to be derived from the project, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests).

<table>
<thead>
<tr>
<th>Year</th>
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<th>Year 2</th>
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<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source/ $ Amount</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

7. An explanation of the means of financing (i.e. cash reserves using the fund sources identified above, campus debt financing to be retired with the identified fund source, etc.).

8. This is to certify that this capital improvement request was duly authorized on 7 SEP 2021

   (signature) Nick Katers (AVC Facilities Management)
   (printed name/title)

Revised 10/2019
<table>
<thead>
<tr>
<th>Fund Type Category</th>
<th>Title</th>
<th>Reporting Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appropriations</td>
<td>Appropriations</td>
<td>SA</td>
<td>Funds appropriated by the legislature for capital projects.</td>
</tr>
<tr>
<td>R&amp;R</td>
<td>R&amp;R</td>
<td>RR</td>
<td>Funds appropriated by the legislature for campus repairs and renovations in 13 statutorily prescribed categories.</td>
</tr>
<tr>
<td>Carry Forward</td>
<td>Carry Forward</td>
<td>CF</td>
<td>State appropriations carried forward under the 2.5% permitted by legislation. By Session Law, carry forward is considered non-general fund when it is carried forward.</td>
</tr>
<tr>
<td>Student Fees</td>
<td>Athletics Fee</td>
<td>SAF</td>
<td>Fees collected specifically for support of campus student athletics and recreation services.</td>
</tr>
<tr>
<td></td>
<td>Campus Safety Fee</td>
<td>SSF</td>
<td>Fees collected specifically for support of campus safety items such as emergency phones and cameras.</td>
</tr>
<tr>
<td></td>
<td>Education and Technology Fee</td>
<td>ETSF</td>
<td>Fees collected specifically for support of education and technology items.</td>
</tr>
<tr>
<td></td>
<td>Health Services Fee</td>
<td>HSF</td>
<td>Fees collected specifically for support of campus student health services.</td>
</tr>
<tr>
<td></td>
<td>Other Student Fees</td>
<td>OSF</td>
<td>Any other student fees authorized and collected for other purposes, but not listed in above categories.</td>
</tr>
<tr>
<td></td>
<td>Athletics</td>
<td>AR</td>
<td>Receipts from ticket sales, gifts, donations, cash reserves, including Athletics Foundation reserves.</td>
</tr>
<tr>
<td></td>
<td>Dining</td>
<td>DR</td>
<td>Receipts from operations, cash reserves.</td>
</tr>
<tr>
<td></td>
<td>Housing</td>
<td>HR</td>
<td>Receipts from operations, cash reserves.</td>
</tr>
<tr>
<td></td>
<td>Transportation and Parking</td>
<td>TR</td>
<td>Receipts from operations, cash reserves.</td>
</tr>
<tr>
<td></td>
<td>Utility Trust Funds</td>
<td>UTF</td>
<td>Receipts from operations, cash reserves from operation/management of all/any campus utilities (steam, chilled water, etc.).</td>
</tr>
<tr>
<td></td>
<td>Other Auxiliary Trust Funds</td>
<td>OTF</td>
<td>Receipts from operations, cash reserves from other campus auxiliaries not specified above.</td>
</tr>
<tr>
<td></td>
<td>Centennial/Millennial Campus Funds</td>
<td>CMF</td>
<td>Receipts from operations, cash reserves under the Millennial Campus financing act.</td>
</tr>
<tr>
<td></td>
<td>Clinical Receipts</td>
<td>CR</td>
<td>Receipts from operations, cash reserves.</td>
</tr>
<tr>
<td></td>
<td>Facilities and Administrative</td>
<td>FA</td>
<td>Overhead receipts (facilities and administrative overhead) generated from campus research.</td>
</tr>
<tr>
<td></td>
<td>Donations and Gifts</td>
<td>DG</td>
<td>Contributions made by gift, donation, bequest, or other private sources.</td>
</tr>
<tr>
<td></td>
<td>Endowment</td>
<td>ENDF</td>
<td>Funds from the endowment fund of the University.</td>
</tr>
<tr>
<td>Debt Service</td>
<td>Debt Service Fees</td>
<td>DSF</td>
<td>Debt service fees authorized for specific projects.</td>
</tr>
</tbody>
</table>

Revised 10/2019
Date: September 7, 2021.
From: Nick Katers, Associate Vice Chancellor for Facilities Management
Re: Action Item – New Capital Improvement Authorization for Holmes Convocation Center Stairs and Entrance Repairs $1,000,000

This is a carry forward supported project taken from the current integrated priority list. Carry forward is a state appropriation permitted by legislation and considered a non-general fund once it transitions to a follow on year. The Holmes Convocation Center has four main entrances, three of which are weather-exposed raised monumental entrances with 30 or more stair risers to the entrance door level. The entrance levels are elevated terraces with pedestal paver systems. The entire entrance sequence is severely degraded due to snow removal in the winter months and salt damages. Snow and ice clearing operations have deteriorated all walking surfaces, railing systems and masonry walls. This project seeks to replace all deteriorated surfaces with materials conducive to high traffic and cold weather conditions for pedestrian safety and facility longevity. The estimated cost of the project is $1,000,000 and falls within the approval threshold of the UNC Board of Governors. If approved today by the Appalachian State Board of Trustees, this project will be submitted for consideration at the November UNC Board of Governors meeting.

The scope of work includes demolition and replacement to all four stairwells leading to the entrance plaza. New pavers, concrete and rails will be included that are consistent with the overall building design.

This project is time sensitive and needs to be completed during the summer session when the use of the Holmes Convocation center is at a minimum. We anticipate a construction start of May 2022. The project duration is 3 months.
The Holmes Convocation Center has four main entrances, three of which are weather-exposed raised monumental entrances with 30 or more stair risers to the entrance door level. The entrance levels are elevated terrace pedestal paver systems. The entire entrance sequence is problematic due to snow removal in the winter months. Snow and ice clearing operations have deteriorated all walking surfaces, railing systems and masonry walls. This project seeks to replace all deteriorated surfaces with materials conducive to high traffic and cold weather conditions for pedestrian safety and facility longevity.

(Definitions/explanations are provided on pg 2 to assist in completion of this form. Lump sums are not to be used as a unit of cost unless further substantiating breakdown is provided.)

<table>
<thead>
<tr>
<th>CURRENT ESTIMATED CONSTRUCTION COST</th>
<th>CITY</th>
<th>UNIT</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Land Requirement</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>B. Site Preparation</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>1. Demolition</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>2. Site Work</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>C. Construction</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>1. Utility Services (describe)</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>2. Building Construction (new space)</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
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<tr>
<td>3. Building Construction (existing)</td>
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<tr>
<td>4. Plumbing (specify existing or new space)</td>
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<td>$0</td>
</tr>
<tr>
<td>5. HVAC (specify existing or new space)</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>6. Electrical (includes lighting and ice melt system)</td>
<td></td>
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<td></td>
<td>$0</td>
</tr>
<tr>
<td>7. Fire Supression and Alarm Systems</td>
<td></td>
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<td></td>
<td>$0</td>
</tr>
<tr>
<td>8. Telephone, Data, Video</td>
<td></td>
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<td></td>
<td>$0</td>
</tr>
<tr>
<td>9. Associated Const Costs (Work Orders w/Fac Ops)</td>
<td></td>
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<td></td>
<td>$0</td>
</tr>
<tr>
<td>10. Other (describe and insert additional lines as needed)</td>
<td></td>
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<td></td>
<td>$0</td>
</tr>
<tr>
<td>D. Equipment</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>1. Fixed Equipment</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>2. Moveable Equipment</td>
<td></td>
<td></td>
<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

Total Cost of Work: $832,756

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in $ field and explain.

**DESIGN FEE**
- 9,500% (% of Estimated Construction Costs) $79,111

**PRECONSTRUCTION COSTS**
- 0% (% of Estimated Construction Costs [1% for CM@Risk]) $-

**COMMISSIONING**
- 0% (0.5% simple; 1.0% moderate; 1.5% complex) $-

**SPECIAL INSPECTIONS/MATERIALS**
- 1% (1.26% estimated) $8,328

**SUSTAINABILITY**
- 0% (3% LEED Gold, 2% LEED Silver) $-

**ADVANCE PLANNING**
- 0% (% of Estimated Construction Costs) $-

**CONTINGENCIES**
- 5% (% of Estimated Construction Costs [3% New or 5% R&R]) $41,638

**ESTIMATED COSTS** (% of Estimated Construction Costs + Contingencies + Design Fee)

Escalation = percent per month multiplied by number of months
(From Estimate Date as entered above on this form to mid-point of construction) = 11 months 5.0% annually beginning on month 1

ESCALATION COST INCREASE (Total of Estimated Construction Costs x Escalation %) $38,168

**TOTAL ESTIMATED PROJECT COSTS** (Estimated Construction Costs + Escalation Cost Increase) $1,000,000

**APPROVED BY:** 

**TITLE:** AVC Facilities Management

**DATE:** 7 SEP 21
<table>
<thead>
<tr>
<th>Item on Form</th>
<th>Definition/Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT ESTIMATED CONSTRUCTION COST</td>
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<td>B. 1. Demolition</td>
<td>Includes but may not be limited to lead and/or asbestos testing and removal, building or interior space demolition in whole or part.</td>
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<tr>
<td>B. 2. Site Work</td>
<td>Includes but may not be limited to grading, excavating, poor soils and/or rock removal, utilities relocation, roads, walks, parking, streambank repairs, stormwater management, retaining walls, rainwater harvesting systems, landscaping.</td>
</tr>
<tr>
<td>C. 1. Utility Services</td>
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<td>C. 10. Other</td>
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<tr>
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<td>Unanticipated or unforeseen conditions including but not limited to design error and omissions, concealed site conditions, utility conflicts, and extended overhead resulting from weather or other delay.</td>
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</tbody>
</table>
The University of North Carolina System
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution Appalachian State University □ Advance Planning Request ☑ New Capital Project Code
Item *
□ Increase in Authorization from $________ to $________ Code ______ Item ______
Interscope Project Number ________

*If this project has previously had advance planning authority, please identify relevant code/item number.

Project Title Holmes Convocation Center – Stair Repair
Project Cost $1,000,000
Source of Funds Carry Forward

Fund Type ☐ Appropriated/ ☑ Carry-Forward ☐ Student Fees ☐ Trust Funds ☐ Debt Service Fees
Category R&R including gifts/ donations

(If multiple funding sources are used, identify source and % distribution across sources, refer to list of fund sources below. Sum of all sources should equal 100%.)

For each advance planning project or capital construction project, please provide the following:

1. A detailed project description and justification.
   The Holmes Convocation Center has four main entrances, three of which are weather-exposed raised monumental entrances with 30 or more stair risers to the entrance door level. The entrance levels are elevated terrace pedestal paver systems. The entire entrance sequence is problematic due to snow removal in the winter months. Snow and ice clearing operations have deteriorated all walking surfaces, railing systems and masonry walls. This project seeks to replace all deteriorated surfaces with materials conducive to high traffic and cold weather conditions for pedestrian safety and facility longevity.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form).

3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).
   Designer start: 11/01/2021  Construction start: 05/01/2022  Construction complete: 08/31/2022

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

<table>
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<th>FY/Qtr</th>
<th>21-22 Q1</th>
<th>21-22 Q2</th>
<th>21-22 Q3</th>
<th>21-22 Q4</th>
<th>22-23 Q1</th>
<th>22-23 Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Amount</td>
<td>$0</td>
<td>$20,000</td>
<td>$30,000</td>
<td>$300,000</td>
<td>$550,000</td>
<td>$100,000</td>
</tr>
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<tr>
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<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source/ $ Amount</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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<tr>
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<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source/ $ Amount</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

7. An explanation of the means of financing (i.e. cash reserves using the fund sources identified above, campus debt financing to be retired with the identified fund source, etc.).

8. This is to certify that this capital improvement request was duly authorized on 7 SEP 21.
   (date)

   [Signature]  Nick Katers (AVC Facilities Management)
   (signature)  (printed name/title)

Revised 10/2019
<table>
<thead>
<tr>
<th>Fund Type Category</th>
<th>Title</th>
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<th>Description</th>
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</table>
Date: September 7, 2021

From: Nick Katers, Associate Vice Chancellor for Facilities Management

Re: Action Item – New Capital Improvement Authorization Anne Belk Hall Envelope Repairs $1,000,000

This is a carry forward supported project taken from the current integrated priority list. Carry forward is a state appropriation permitted by legislation and considered a non-general fund once it transitions to a follow on year. Anne Belk Hall was originally constructed in 1968 as the second building to be the university library. Anne Belk Hall was converted from a library to an academic building in 2005 and there were further renovations done to the building interior in 2014. It is well past time to give the exterior of the building a much needed face-lift. Several columns on the outside of the building are failing and there are multiple leaks in the brick façade. The loading dock has significantly deteriorated to the point of becoming unsafe. The estimated cost of the project is $1,000,000 and falls within the approval threshold of the UNC Board of Governors. If approved today by the Appalachian State Board of Trustees, this project will be submitted for consideration at the November UNC Board of Governors meeting.

The scope of work includes: Repair existing precast pebble stone column panels, remove & re-seal existing masonry & expansion sealant joints, repoint damaged brick masonry veneer joints, repair/replace existing damaged masonry stone and/or brick veneer & repaint any exposed existing painted metal. Apply brick sealant to the entire building.

This project is not time sensitive and can be addressed while the building remains open for business. There will be minor disruptions to the exterior entrances but alternate entrances can be available. We anticipate a construction start of June 2022. The project duration is 6 months.
STATE OF NORTH CAROLINA - DEPARTMENT OF ADMINISTRATION  
STATE CONSTRUCTION OFFICE  
PROPOSED REPAIR & RENOVATION OR CAPITAL IMPROVEMENT PROJECT  
BIENNUM 2021-2023  

DEPARTMENT and DIVISION: Appalachian State University  
PROJECT IDENTIFICATION: Anne Belk Hall Envelope Repairs  
PROJECT CITY or LOCATION: Boone, North Carolina 28608  

PROJECT DESCRIPTION & JUSTIFICATION: (Attach add'l data as necessary to indicate need, size, function of improvements as well as a master plan.)  

Repair exist. precast pebble stone column panels, remove & re-seal deteriorated exist. masonry & expansion sealant joints, re-point damaged brick masonry veneer joints, repair/replace exist. damaged masonry stone and/or brick veneer & repaint any existing painted metal. Apply brick sealant.  

(Definitions/explanations are provided on pg 2 to assist in completion of this form. Lump sums are not to be used as a unit of cost unless further substantiating breakdown is provided.)  

CURRENT ESTIMATED CONSTRUCTION COST  

<table>
<thead>
<tr>
<th>CQT</th>
<th>UNIT</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>142503</td>
<td>sf</td>
<td>$1.20</td>
<td>$171,004</td>
</tr>
<tr>
<td>2</td>
<td>ea</td>
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<tr>
<td>142503</td>
<td>sf</td>
<td>$4.40</td>
<td>$627,571</td>
</tr>
</tbody>
</table>

D. Equipment  
1. Fixed (describe)  
2. Moveable (describe)  

Total Cost of Work $838,574  

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in $ field and explain.  

DESIGN FEE 9.5% (% of Estimated Construction Costs) $79,665  
PRECONSTRUCTION COSTS 0% (% of Estimated Construction Costs [1% for CM@Risk]) $0  
COMMISSIONING 0% (0.5% simple; 1.0% moderate; 1.5% complex) $0  
SPECIAL INSPECTIONS/MATERIALS 1% (1.25% estimated) $8,386  
SUSTAINABILITY 0% (3% LEED Gold, 2% LEED Silver) $0  
ADVANCE PLANNING 0% (% of Estimated Construction Costs) $0  
CONTINGENCIES 5% (% of Estimated Construction Costs [3% New or 5% R&R]) $41,929  

ESTIMATED COSTS (% of Estimated Construction Costs + Contingencies + Design Fee) $968,553  

Escalation = percent per month multiplied by number of months  
(From Estimate Date as entered above on this form to midpoint of construction) = 9 months 5.0% annually beginning on month  

DECLARATION COST INCREASE (Total of Estimated Construction Costs x Escalation %) $31,447  

TOTAL ESTIMATED PROJECT COSTS (Estimated Construction Costs + Escalation Cost Increase) $1,000,000  

APPROVED BY:  
(Governing Board or Agency Head)  

TITLE: AVC Facilities Management  
DATE: 09-01-2021
**DEFINITIONS OR EXPLANATIONS**

(Items not listed below are presumed to be self-explanatory. Questions may be directed to the State Construction Office.)

<table>
<thead>
<tr>
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<td>CURRENT ESTIMATED CONSTRUCTION COST</td>
<td>Attach basis and justification for estimate. Include description, quantities, units, special features, similar cost on recent projects, etc.</td>
</tr>
<tr>
<td><strong>A. Land Requirement</strong></td>
<td></td>
</tr>
<tr>
<td><strong>B. 1. Demolition</strong></td>
<td>Includes purchase and acquisition costs (title search, filing fees, other legal fees, etc.) required to obtain land.</td>
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<td><strong>B. 2. Site Work</strong></td>
<td>Includes but may not be limited to lead and/or asbestos testing and removal, building or interior space demolition in whole or part.</td>
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<tr>
<td><strong>C. 1. Utility Services</strong></td>
<td>Attach explanation of any special building, mechanical, or electrical service requirements with appropriate distance to existing buildings, water, gas, electrical or other utility service.</td>
</tr>
<tr>
<td><strong>C. 9. Associated Construction Costs</strong></td>
<td>Includes but may not be limited to construction fire alarm testing, utility shut downs, utilities, signage, security, displaced parking, staging, lock cores, keys.</td>
</tr>
<tr>
<td><strong>C. 10. Other</strong></td>
<td>List and describe other significant sources of cost not included elsewhere. Additional lines may be added if needed.</td>
</tr>
<tr>
<td>PRECONSTRUCTION COSTS</td>
<td>includes but may not be limited to land surveys, lead/asbestos surveys, environmental assessments, copying, postage, costs of print advertising, and destructive testing. For CM at Risk, preconstruction costs are consistent with the requirements of the preconstruction services agreement.</td>
</tr>
<tr>
<td>CONTINGENCIES</td>
<td>Unanticipated or unforeseen conditions including but not limited to design error and omissions, concealed site conditions, utility conflicts, and extended overhead resulting from weather or other delay.</td>
</tr>
</tbody>
</table>
The University of North Carolina System
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution: Appalachian State University □ Advance Planning Request □ New Capital Project □ Code Item □
□ Increase in Authorization from $ to $ Code Item Interscope Proj. Number □
*If this project has previously had advance planning authority, please identify relevant code/item number.
Project Title: Anne Belk Hall Envelope Repairs
Project Cost: $1,000,000
Source of Funds: Carry Forward

Fund Type □ Appropriated/ □ Carry-Forward □ Student Fees □ Trust Funds □ Debt Service Fees
Category: R&R
(If multiple funding sources are used, identify source and % distribution across sources, refer to list of fund sources below. Sum of all sources should equal 100%.)

For each advance planning project or capital construction project, please provide the following:
1. A detailed project description and justification. Repair existing precast pebble stone column panels, remove & re-seal existing masonry & expansion sealant joints, repaint damaged brick masonry veneer joints, repair/replace existing damaged masonry stone and/or brick veneer & repaint any exposed existing painted metal. Apply brick sealant.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form).

3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

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<tr>
<th>FY/Qtr</th>
<th>21-22 Q2</th>
<th>21-22-Q3</th>
<th>21-22-Q4</th>
<th>22-23-Q1</th>
<th>22-23-Q2</th>
<th>22-23-Q3</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Amount</td>
<td>$50,000</td>
<td>$200,000</td>
<td>$400,000</td>
<td>$250,000</td>
<td>$100,000</td>
<td>N/A</td>
</tr>
</tbody>
</table>

5. An estimate of maintenance and operating costs and source of funding to support these costs, including personnel, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests).

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source/</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
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<tr>
<td>$ Amount</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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6. An estimate of revenues, if any, likely to be derived from the project, covering the first five years of operation (omit for advance planning and non-general fund requests, required for general fund requests).

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<tr>
<th>Year</th>
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</tr>
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<tbody>
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<td></td>
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7. An explanation of the means of financing (i.e. cash reserves using the fund sources identified above, campus debt financing to be retired with the identified fund source, etc.). CF – Carry Forward

8. This is to certify that this capital Improvement request was duly authorized on 7 SEP 21.

   [Signature]

   Nick Katers, AVC Facilities Management

   (printed name/title)

Revised: 10/2019
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Date: September 7, 2021
From: Nick Katers, Associate Vice Chancellor for Facilities Management
Re: Action Item – New Capital Improvement Authorization Cone Residence Hall Roof Phase 2 $499,000

This is a housing receipt supported project taken from housing cash reserves. Cone Residence Hall was originally constructed in 1968 and partially renovated in 2010. Over the years, it has accumulated numerous mechanical tenants like antennas and cell phone mechanical areas. During Phase 1, numerous utilities and mechanical systems were moved or modified to prepare for the roof eventual replacement. The roof is now ready for a complete surface replacement. The estimated cost of the project is $499,000 and falls within the approval threshold of the Appalachian State University Board of Trustees.

The scope of work includes: Removal and replacement of approximately 8500 square feet of 30 year old roof. The estimated cost for the repair is ~$50 per square foot.

This project is time sensitive and requires warm weather during the summer months as roofing replacements are weather/temperature dependent. Repairs can be addressed while the building remains open for business. There will be minor disruptions to the exterior entrances but alternate entrances can be available. We anticipate a construction start of May 2022. The project duration is 3 months.
### CURRENT ESTIMATED CONSTRUCTION COST

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<th>Cnty</th>
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<th>Cost Per Unit</th>
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</tr>
</thead>
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<td></td>
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<td></td>
</tr>
<tr>
<td>A.</td>
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<td></td>
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</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Totals:
- **Land Requirement**: $0
- **Site Preparation**:
  - Demolition: 8558 SF $15.00 $128,370
  - Site Work: 0 SF $0
- **Construction**:
  - Utility Services (Manhole Steam Replacement): 0 SF $0
  - Building Construction (New Roof): 8558 SF $34.00 $290,972
  - Plumbing (specify existing or new space): 0 $0
  - HVAC (specify existing or new space): 0 $0
  - Electrical (Includes TV & Radio Studio work): 0 $0
  - Fire Suppression and Alarm Systems: 0 $0
  - Telephone, Data, Video: 0 $0
  - Associated Construction Costs: 0 $0
  - Other: 0 $0
  - Other: 0 $0
  - Other: 0 $0
- **Equipment**:
  - Fixed (describe) - furniture: 0 $0
  - Moveable (describe): 0 $0

**Total Cost of Work**: $419,342

### DESIGN FEES
- **PRECONSTRUCTION COSTS**: 9.5% (% of Estimated Construction Costs) $39,387
- **COMMISSIONING**: 0% (% of Estimated Construction Costs [1% for CM@Risk]) $0
- **SPECIAL INSPECTIONS/MATERIALS**: 1.2% (1.26% estimated) $4,875
- **SUSTAINABILITY**: 0% (3% LEED Gold, 2% LEED Silver) $0
- **ADVANCE PLANNING**: 0% (% of Estimated Construction Costs) $0
- **CONTINGENCIES**: 5% (% of Estimated Construction Costs [3% New or 5% R&R]) $20,967

**Total Estimated Costs**: $485,021

**Escalation Calculation**
- Escalation = percent per month multiplied by number of months
- (From Estimate Date as entered above on this form to mid-point of construction) = 8 months
- 5.0% annually beginning on month 1

**Escalation Cost Increase**: $13,978

**Total Estimated Project Costs**: $499,000
### Definitions/Explanations

*Items not listed below are presumed to be self-explanatory. Questions may be directed to the State Construction Office.*

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</tr>
<tr>
<td>C. 1. Utility Services</td>
<td>Includes but may not be limited to grading, excavating, poor soils and/or rock removal, utilities relocation, roads, walks, parking, streambank repairs, stormwater management, retaining walls, rainwater harvesting systems, landscaping.</td>
</tr>
<tr>
<td>C. 9. Associated Construction Costs</td>
<td>Attach explanation of any special building, mechanical, or electrical service requirements with appropriate distance to existing buildings, water, gas, electrical or other utility service.</td>
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The University of North Carolina System
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution: Appalachian State University ☐ Advance Planning Request ☒ New Capital Project  Code ___ Item ___
☐ Increase in Authorization from $_________ to $_________ Code ___ Item ___

Interscope Project Number ________________________________

*If this project has previously had advance planning authority, please identify relevant code/item number.

Project Title  Cone Hall Roof Phase 2
Project Cost  $499,000
Source of Funds  Housing Receipts (HR) -- Non General Funds

Fund Type  ☐ Appropriated/ R&R  ☐ Carry-Forward ☐ Student Fees ☒ Trust Funds ☐ Debt Service Fees
Category  Including gifts/ donations

(If multiple funding sources are used, identify source and % distribution across sources, refer to list of fund sources below. Sum of all sources should equal 100%.)

**For each advance planning project or capital construction project, please provide the following:**

1. A detailed project description and justification. Fully replace the 30 plus year-old built-up roof system. Phase 1 required extensive mechanical modifications in preparation for roofing.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form).

3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).
   Designer start 10/01/2021  Construction start 05/20/2022  Construction complete 08/15/2022

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

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<th>21-22-Q4</th>
<th>22-23-Q1</th>
<th>22-23-Q2</th>
<th>XX-ZZ-Q2</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ Amount</td>
<td>$25,000</td>
<td>$200,000</td>
<td>$150,000</td>
<td>$100,000</td>
<td>$24,000</td>
<td>N/A</td>
</tr>
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</tr>
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<td>Source/ $ Amount</td>
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7. An explanation of the means of financing (i.e. cash reserves using the fund sources identified above, campus debt financing to be retired with the identified fund source, etc.). Housing Receipts (HR) -- Non General Funds

8. This is to certify that this capital improvement request was duly authorized on 7 SEP 21.
   (date)

   Nick Katers / AVC Facilities Maintenance
   (signature)
   (printed name/title)

Revised 10/2019
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<td>DG</td>
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</tr>
</tbody>
</table>
Date: September 7, 2021
From: Nick Katers, Associate Vice Chancellor for Facilities Management
Re: Action Item – New Capital Improvement Authorization for Belk Library Maker Space and Idea Factory $400,000

This is an education and technology student fee supported project. The Belk Library has requested a small-scale renovation to the first floor of the building. A maker space is a place where users of all skill levels can come together to bring their ideas to life by “making” things. Students, faculty and staff at Appalachian State University will be able to use the space to access tools, learn new skills, and create things both for academic and personal use. The newly renovated space will consolidate several different workshops into one area. The estimated cost of the project is $400,000 and falls within the approval threshold of the Appalachian State University Board of Trustees.

The scope of work includes: Project will reconfigure & renovate the existing Library Lower Level area to provide a new 1,884 SF Maker’s Space & Idea Factory classroom space (actual renovated area, 2,158 SF). The work includes new walls, ceilings, doors/storefront, electrical, mechanical/HVAC and plumbing to accommodate the equipment that will be used in the maker space. The space will also include new audio-visual equipment as well.

This project is not time sensitive. Renovations will be addressed while the building remains open for business. There will be minor disruptions to first floor and any work requiring disruptions to the learning environment can be done during times of minimal occupancy. We anticipate a construction start of January 2022. The project duration is 8 months.
DEPARTMENT and DIVISION: Appalachian State University
PROJECT IDENTIFICATION: Belk Library Maker's Space & Idea Factory Renovation
PROJECT CITY or LOCATION: Boone, North Carolina 28608

Project will reconfigure & renovate the existing Library Lower Level area to provide a new 1,884 SF Maker's Space & Idea Factory classroom space (actual renovated area, 2,158 SF). The work includes new walls, ceilings, doors/storefront, electrical, mechanical/HVAC and plumbing to accommodate the equipment that will be used in the maker space. The space will also include new audio visual equipment as well. (Definitions/explanations are provided on pg 2 to assist in completion of this form. Lump sums are not to be used as a unit of cost unless further substantiating breakdown is provided.)

CURRENT ESTIMATED CONSTRUCTION COST

<table>
<thead>
<tr>
<th>QTY.</th>
<th>UNIT</th>
<th>COST PER UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td>$0</td>
</tr>
</tbody>
</table>

A. Land Requirement
B. Site Preparation
1. Demolition
2. Site Work
C. Construction
1. Utility Services (describe)
2. Building Construction (new space)
3. Building Construction (existing)
4. Plumbing (specify existing or new space)
5. HVAC (specify existing or new space)
6. Electrical (Includes TV & Radio Studio work)
7. Fire Suppression and Alarm Systems
8. Telephone, Data, Video
9. Associated Construction Costs (describe)
10. Other (Owner Facilities Operations Work Orders)
D. Equipment
1. Fixed (describe)
2. Moveable (describe)

Total Cost of Work

$334,728

Items below may be calculated by percentage or lump sum. If using lump sum, make entry in $ field and explain.

DESIGN FEE 9.5 % (% of Estimated Construction Costs)$31,799
PRECONSTRUCTION COSTS 0 % (% of Estimated Construction Costs [1% for CM@Risk] )
COMMISSIONING 0 % (0.5% simple; 1.0% moderate; 1.5% complex)
SPECIAL INSPECTIONS/MATERIALS 1.25 % (1.25% estimated)
SUSTAINABILITY 0 % (3% LEED Gold, 2% LEED Silver)
ADVANCE PLANNING 0 % (% of Estimated Construction Costs)
CONTINGENCIES 5 % (% of Estimated Construction Costs [3% New or 5% R&R] )$16,736

ESTIMATED COSTS (% of Estimated Construction Costs + Contingencies + Design Fee)$387,447

Escalation = percent per month multiplied by number of months
(From Estimate Date as entered above on this form to midpoint of construction) = 9 months 5.0 % annually beginning on month 1

ESCALATION COST INCREASE (Total of Estimated Construction Costs x Escalation %)$12,552

TOTAL ESTIMATED PROJECT COSTS (Estimated Construction Costs + Escalation Cost Increase)$400,000

APPROVED BY: [Signature]
(Governing Board or Agency Head) TITLE: AVC Facilities Management DATE: 09-01-2021
<table>
<thead>
<tr>
<th>Item on Form</th>
<th>Definition/Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CURRENT ESTIMATED CONSTRUCTION COST</td>
<td>Attach basis and justification for estimate. Include description, quantities, units, special features, similar cost on recent projects, etc.</td>
</tr>
<tr>
<td>A. Land Requirement</td>
<td>Includes purchase and acquisition costs (title search, filing fees, other legal fees, etc.) required to obtain land.</td>
</tr>
<tr>
<td>B. 1. Demolition</td>
<td>Includes but may not be limited to lead and/or asbestos testing and removal, building or interior space demolition in whole or part.</td>
</tr>
<tr>
<td>B. 2. Site Work</td>
<td>Includes but may not be limited to grading, excavating, poor soils and/or rock removal, utilities relocation, roads, walks, parking, streambank repairs, stormwater management, retaining walls, rainwater harvesting systems, landscaping.</td>
</tr>
<tr>
<td>C. 1. Utility Services</td>
<td>Attach explanation of any special building, mechanical, or electrical service requirements with appropriate distance to existing buildings, water, gas, electrical or other utility service.</td>
</tr>
<tr>
<td>C. 9. Associated Construction Costs</td>
<td>Includes but may not be limited to construction fire alarm testing, utility shut downs, utilities, signage, security, displaced parking, staging, lock cores, keys.</td>
</tr>
<tr>
<td>C. 10. Other</td>
<td>List and describe other significant sources of cost not included elsewhere. Additional lines may be added if needed.</td>
</tr>
<tr>
<td>PRECONSTRUCTION COSTS</td>
<td>Includes but may not be limited to land surveys, lead/asbestos surveys, environmental assessments, copying, postage, costs of print advertising, and destructive testing. For CM at Risk, preconstruction costs are consistent with the requirements of the preconstruction services agreement.</td>
</tr>
<tr>
<td>CONTINGENCIES</td>
<td>Unanticipated or unforeseen conditions including but not limited to design error and omissions, concealed site conditions, utility conflicts, and extended overhead resulting from weather or other delay.</td>
</tr>
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The University of North Carolina System
Request for Advance Planning, New, or Increase in Capital Improvement Project

Institution: Appalachian State University ☐ Advance Planning Request ☒ New Capital Project Code ___ Item ___* ☐ Increase in Authorization from $ ____ to $ ____ Code ___ Item ___

Interscope Project Number

*If this project has previously had advance planning authority, please identify relevant code/item number.

Project Title: Belk Library Maker's Space & Idea Factory

Project Cost: $400,000

Source of Funds: F & T – Education & Technology

Fund Type: ☐ Appropriated/ R&R ☐ Carry-Forward ☒ Student Fees ☐ Trust Funds ☐ Debt Service Fees including gifts/donations

(If multiple funding sources are used, identify source and % distribution across sources, refer to list of fund sources below. Sum of all sources should equal 100%.)

For each advance planning project or capital construction project, please provide the following:

1. Project will reconfigure & renovate the existing Library Lower Level area to provide a new 1,884 SF Maker's Space & Idea Factory classroom space (actual renovated area, 2,158 SF). The work includes new walls, ceilings, doors/storefront, electrical, mechanical/HVAC and plumbing to accommodate the equipment that will be used in the maker space. The space will also include new audio-visual equipment as well.

2. An estimate of acquisition, planning, design, site development, construction, contingency and other related costs (attach a completed OC-25 form).

3. An estimated schedule for the completion of the project (enter dates mm/dd/yr).

4. An estimated schedule of cash flow requirements over the life of the project by FY quarters (omit for advance planning requests).

<table>
<thead>
<tr>
<th>FY/Qtr</th>
<th>21-22 Q1</th>
<th>21-22 Q2</th>
<th>21-22 Q3</th>
<th>21-22 Q4</th>
<th>22-23 Q1</th>
<th>22-23 Q2</th>
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<tr>
<td>$ Amount</td>
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<td>$8,000</td>
<td>$100,000</td>
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<td>$84,000</td>
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<td>Debt Service</td>
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<td>DSF</td>
<td>Debt service fees authorized for specific projects.</td>
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STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), made as of the last date set forth in the notary acknowledgements below (the "Effective Date"), between the APPALACHIAN STATE UNIVERSITY, a constituent institution of the University of North Carolina System, located at 438 Academy Street, Boone, North Carolina 28608, hereinafter designated "Lessor," and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, Georgia 30319, hereinafter designated "Lessee." The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

THAT WHEREAS, the Lessor has requested and approved the execution of this instrument for the purposes herein set forth; and

WHEREAS, the authority to approve and execute this Lease was delegated to the Lessor by the Millennial Campus Financing Act as described in N.C.G.S. § 116-198.34; and

WHEREAS, the Lessor has the authority to execute this Lease; and Lessor agrees to lease space to Lessee on the monopole tower (the "Tower Space") and approximately two hundred fifty (250) square feet of ground space (the "Ground Space") to install communications equipment located at 473 Bodenheimer Drive, Boone, NC 28608, being a portion of Parcel ID No.:2900-66-0216-000 in Watauga County, NC (the "Site"); and

WHEREAS, the Parties have hereto mutually agreed to the terms and conditions of this Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of rental received, and the further mutual terms, covenants and conditions set forth herein, Lessor and Lessee agree as follows:

1. Lease of Premises. Lessor hereby leases to Lessee, subject to the terms and conditions of this Lease, Tower Space for six (6) antennas, twenty (20) RRU’s, eight (8) Diplexers, four (4) SPD’s, and thirteen (13) cables as described in Exhibit “A” Final RF Equipment Schedule, and two hundred fifty (250) square feet of Ground Space near the base of the monopole tower ("Tower") on the Site as shown on the Site Plan in Exhibit “B” for the operation of Lessee’s communications network. The Tower Space and the Ground Space are collectively referred to herein as the “Premises.”

2. Use, Fixtures and Access. Lessee shall use the Premises for the purpose of constructing, installing, operating, maintaining, altering, repairing, replacing and removing cables, wires, transmitters, transformers, electric and communication transmission lines, platform(s), equipment cabinets and all other apparatuses, equipment and appurtenances necessary to transmit and receive radio waves and for such other uses expedient to the operation of a communications network (all such equipment located within the Premises being collectively referred to herein as the “Communications Equipment”). Lessor agrees that the Communications Equipment shall remain the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises. Subject to the notice provisions contained in this
Lease, Lessor hereby grants to Lessee the right of ingress and egress over and upon the Premises and the right to access the Premises for the purposes set forth herein.

3. **Installation, Alteration, Maintenance and Repair.** The Communications Equipment shall be installed, operated, maintained and repaired by Lessee at Lessee’s sole cost and expense. All costs associated with the installation of the Communications Equipment, including all engineering and structural studies and reimbursement of the State of North Carolina’s reasonable personnel costs to inspect and monitor the installation, shall be borne by Lessee. During the Term, Lessee shall have the right to replace, repair, alter or otherwise modify its Communications Equipment; provided that any such repair, alteration or modification receives the prior written approval of Lessor, such approval not to be unreasonably withheld, conditioned, or delayed. The addition of antennae or equipment must be approved by the Lessor and may be subject to additional rent being charged to the Lessee as reasonably determined by Lessor. Notwithstanding the foregoing, Lessee shall have the right to remove all or a portion of the Communications Equipment from time to time in Lessee’s sole discretion without Lessor’s consent. Lessee shall put and maintain in thorough repair and in good and safe condition its Premises, reasonable wear and tear excepted. Lessor will maintain the Site and Tower, excluding the Premises, in good condition, reasonable wear and tear excepted. **It is understood and agreed that adding or updating equipment during the term or a renewal period may require a rent adjustment.**

4. **Term.** The term of this Lease shall be for a period of ten (10) years beginning on the first day of the month following the day Lessee’s construction begins at the Premises, or November 1, 2021 (whether or not construction has begun), whichever is earlier, as set forth herein (the “Commencement Date”), and expiring on the last day of the one hundred twentieth (120th) month thereafter (the “Initial Term”), unless earlier terminated as provided herein. The Lessee shall notify the Lessor when the Lessee’s construction begins at the Premises and make all efforts to complete the construction in a timely manner.

5. **Rent.** Rental for the Premises shall be paid by Lessee in annual installments, with the rental for the first year of the Initial Term being due and payable on the Commencement Date and the rental payments for each successive year of the Initial Term being due and payable on each anniversary of the Commencement Date, in the sums set forth in the Initial Term Rent Schedule below.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</tr>
<tr>
<td>2</td>
<td>$59,980.99</td>
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<tr>
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<td>$62,380.23</td>
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<td>$64,875.44</td>
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<td>$72,976.05</td>
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<tr>
<td>8</td>
<td>$75,895.09</td>
</tr>
<tr>
<td>9</td>
<td>$78,930.89</td>
</tr>
<tr>
<td>10</td>
<td>$82,088.13</td>
</tr>
</tbody>
</table>

6. **Extensions.** This Lease may be extended for two (2) additional ten (10) year periods upon the mutual written agreement of the Parties at least sixty (60) days prior to the end of the then current Term (each additional ten (10) year period shall be defined as a “Renewal Term”), or unless Lessee notifies Lessor in writing of Lessee’s intention not to renew this Lease at least sixty (60) days prior to the expiration of the Initial Term or the then-existing Renewal Term. During the Renewal Term Lessee shall pay annual rent to Lessor for the Premises in the amounts set forth in the Renewal Term Rent Schedule below. With the exception
of the amount of annual rental, the terms and conditions of this Lease shall remain the same during the Renewal Term. The Initial Term and any Renewal Term are collectively referred to as the “Term.”

**RENEWAL TERM RENT SCHEDULE**

<table>
<thead>
<tr>
<th>1st Renewal</th>
<th></th>
<th>2nd Renewal</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
<td>Annual Rental</td>
<td>Year</td>
<td>Annual Rental</td>
</tr>
<tr>
<td>1</td>
<td>$85,371.65</td>
<td>6</td>
<td>$103,867.70</td>
</tr>
<tr>
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7. **Condition of Premises.** Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is," that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises is suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessees's entry into possession of the Premises shall constitute conclusive evidence that as of the date thereof the Premises is in good order and satisfactory condition.

8. **Taxes, Assessments, Utilities and Other Services.** Any and all taxes or other assessments which may be levied upon the Premises, upon Lessee's interest in the Premises and upon any alterations, additions, and improvements thereon and/or upon the Communications Equipment shall be paid by Lessee prior to the time when the taxes and other assessments become delinquent. Lessee must provide for commercial electric service and any desired emergency power necessary to operate its Communications Equipment. Lessee shall cause to be installed, at its sole cost and expense, a separate electrical meter to measure its electrical usage at the Site and Lessee shall timely pay for all electricity used. Lessor hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Lessee an easement over the Site, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises.

9. **Governmental Approvals.** Prior to installing its Communications Equipment, Lessee, at its sole cost and expense, shall obtain all certificates, permits, licenses and other approvals that may be required by any federal or other governmental authority relating to Lessee's use of the Premises, including, without limitation, the Federal Communications Commission (“FCC”) (collectively the “Governmental
Lessee shall also obtain at its sole cost and expense prior to the installation of the Communications Equipment, a structural analysis of the Tower, and shall provide a copy of such analysis to Lessor for its review and approval, which shall not be unreasonably withheld, conditioned, or delayed. Lessor shall cooperate with Lessee’s commercially reasonable efforts to obtain and comply with all Governmental Approvals.

10. **Interference.** The Communications Equipment shall be designed, constructed, installed, maintained and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Lessor or any of Lessor’s other lessees in place and existing as of the Effective Date. In the event the Communications Equipment causes interference with other equipment on or about the Tower, and after Lessor has notified Lessee of such interference, Lessee shall take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent Lessee is unable to cure the interference within this timeframe, Lessee shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, Lessee is unable to cure the interference despite its good faith efforts, Lessee will remove the equipment which caused the interference, or at its option, terminate this Lease. Should interference reasonably objectionable to Lessee be caused by Lessor’s equipment, Lessor shall cooperate with Lessee to eliminate such interference as soon as reasonably possible. Lessor shall have the responsibility to see to the prevention or remedy of interference by other lessees on or about the Tower and/or Site upon notice of interference from Lessee to Lessor. If Lessor is unable, after commercially reasonable efforts, to remedy interference caused by any other lessee on or about Tower and/or Site, Lessor shall require the offending party to reduce power and/or cease operations until such time as the offending party can make repairs to the interfering equipment.

11. **Insurance.**

A. **Commercial General Liability Insurance.** Lessee shall maintain, or cause to be maintained, in effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $5,000,000 per occurrence and in the aggregate as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. Lessor shall be included as additional insured on said policy by endorsement as respects this Lease.

B. **Insurance During Construction:**

(a) **Contractor’s Commercial General Liability and Business Automobile Liability Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction and subsequent improvements of the Premises to procure and maintain, a form (i) commercial general liability insurance written on ISO form CG 00 01 or its substantial equivalent, at its own cost and expense, during the duration of such contractor’s construction contract, in the amount of $1,000,000.00 bodily injury and property damage liability combined single limit each occurrence/annual aggregate (such insurance shall provide protection from claims for bodily injury, including death, property damage and contractual liability, products/completed operations, third party property damage and where applicable, XCU
(explosion collapse and underground property damage) where applicable, and (ii) business automobile liability insurance on owned, hired and non-owned vehicles for limits of $1,000,000.00 each accident, bodily injury and property damage liability. Such policies shall include Lessee and Lessor as additional insureds by endorsement as respects this Lease. Lessee shall provide Lessor at least thirty (30) days’ prior notice (ten (10) days’ notice shall apply to non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract.

(b) **Contractor’s Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker’s compensation and employer’s liability insurance during the term of its construction contract, covering its employees working thereunder. Employer’s liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident, (ii) $1,000,000.00 per disease policy limit and (iii) $1,000,000.00 per disease per employee. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee may use any combination of primary and excess insurance to meet the total limits required. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten (10) days’ notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form, shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker’s compensation insurance.

C. **Insurance Policies.** Lessee agrees to maintain its insurance coverage required by this Lease. One time every five (5) years if, in the opinion of the insurance broker retained by Lessor and Lessee, Lessee shall increase the insurance coverage as required by the insurance broker if such increase in coverage is in accord with the then prevailing requirements in the relevant industry and community for the Premises. Certificates of insurance shall be delivered to Lessor at the Effective Date and the Commencement Date, as applicable, and renewal certificates shall be delivered with the expiration of the term of each such policy. All such policies maintained by Lessee shall be purchased only from insurers who are eligible to do business in the State of North Carolina, comply with the requirements thereof, and who carry A.M. Best Company rating of A minus-VII.

D. **Self-Insurance.** Notwithstanding the foregoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms required by this Lease, provided that if Lessee elects to self-insure any coverage required herein, then the following provisions shall apply: (i) Lessee or its parent company shall have and continuously maintain tangible net worth of at least One Hundred Million Dollars ($100,000,000) as evidenced by Lessee’s or its parent company’s most recent annual report; (ii) Lessee shall continuously maintain appropriate loss reserves for the amount of its self-insurance obligations under this section, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) Lessee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company,
including a defense of the Lessor, at Lessee's sole cost and expense, with counsel selected by Lessee and reasonably acceptable to Lessor; (iv) Lessee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Lessee's election to self-insure; (v) Lessee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Lessee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Lease; and (vi) all amounts which Lessee pays or is required to pay and all loss or damages resulting from risks for which Lessee has elected to self-insure shall not limit Lessee's indemnification obligations set forth in this Lease.

12. **Indemnification of Lessor.** Lessee agrees to indemnify and save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense including reasonable attorney fees by reason of damage to person or property of Lessor or its officers, agents, employees, guests, invitees, or any other person in or near the Premises, which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents, employees, lessees, licensees, permitted guests or other occupant of the Tower and/or Site. Further, Lessee specifically agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claims, demand, liability, or expense, including reasonable attorney fees, by reason of damage to any person or property arising out of the installation, operation, repair, maintenance, inspection, or removal by Lessee, its agents or employees of its Communications Equipment from the Premises except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents, employees, lessees, licensees, permitted guests or other occupant of the Tower and/or Site. Lessee shall further indemnify Lessor against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorney fees arising out of its breach, violation, or default of any of the covenants or provisions of this Lease.

13. **Casualty.** In the event of damage by fire or other casualty to the Premises, which cannot be attributed to the negligence of the Lessee, or cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than thirty (30) days, then Lessee may at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental payable under this Lease shall abate during the period of such fire or other casualty.

14. **Condemnation.** In the event of any condemnation of the Tower, Lessee may terminate this Lease upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than thirty (30) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communications Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to rental payments due under this Lease.
15. **Hazardous Materials.**

A. Lessee will not be responsible for damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material (defined below) generated, stored, disposed of, or transported to or over the Premises prior to the Effective Date, or which is generated, stored, disposed of, or transported to or over the Premises by Lessor, or its agents, employees, Lessees, licensees, permitted guests or other occupant of the Building, subsequent to the Effective Date. In this regard, it is specifically agreed that in carrying out the planning, construction, and/or operation of the Premises, Lessee is not acting as the agent of Lessor. The Premises are Leased on an as-is/where-is basis.

B. Lessee agrees to indemnify Lessor and hold Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys’ and experts’ fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of; (i) the violation of any Environmental Laws (defined below) applicable to the Premises, to the extent that such violation occurred subsequent to the Effective Date and is caused by the activities of Lessee thereon; or (ii) the violation of any of the Environmental Laws by Lessee in connection with the Site, subsequent to the Effective Date, which violation gives or may give rise to any rights whatsoever in any party with respect to the Site by virtue of any of the Environmental Laws.

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

17. **Lessor's Covenants.** Lessor represents, covenants, and warrants that it has full authority and right to enter into and execute this Lease and to perform the Lease in accordance with the terms hereof, and that subject to the terms of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises throughout the Term.

18. **Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease (an “Event of Default”):

A. **Vacation / Abandonment.** Lessee ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term and fails to pay rent hereunder.

B. **Failure to Pay.** If Lessee fails to pay any rent or any other monetary payment as and when due where such failure continues for thirty (30) days after delivery of written notice thereof by Lessor to Lessee.

C. **Transfer.** The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Lease in violation of Section 24.A herein.

D. Any violation of Section 15 by Lessee or any permitted assignee or subtenant of Lessee; provided, however, that such violation shall not constitute an Event of Default if within ten (10) days of notice of such violation, Lessee shall both deliver to Lessor such cash security as Lessor may require, in its sole and absolute discretion, in order to fully protect Lessor and the Premises from and against all claims, losses and costs actually or potentially caused, as determined by Lessor, and commence to cure such violation and if thereafter Lessee thereafter pursues such cure to completion in a manner satisfactory to Lessor.

E. **Failure to Perform.** If Lessee fails to perform any of Lessee's nonmonetary obligations under this Lease, for a period of thirty (30) days after written notice from Lessor; provided that if more time is required to complete such performance, Lessee shall not be in default if Lessee commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion.

F. **Other Defaults.** If Lessee shall fail to comply with any provision contained herein or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

G. **False Statement.** The making or furnishing by Lessee on any warranty, representation or statement to Lessor in connection with this Lease, or any other agreement to which Lessee and Lessor are parties, which is false in any material respect when made or furnished.

H. **Unlawful Purpose.** If Lessee allows the Premises to be used by Lessee or any parties acting on Lessee's behalf for any unlawful purpose or for any purpose that promotes acts of moral turpitude.
I. Unethical or Fraudulent Actions. If, in its reasonable discretion, Lessor determines with regard to this Lease or to the Lessee’s use and possession of the Premises, that Lessee has: acted in an unethical or fraudulent manner; or acted in a manner that would bring the Lessor into disrepute; or acted in a manner that is in violation of public policy or in a manner detrimental to the legitimate interests of the Lessor; or has refused Lessor’s request for information or additional assurances either with respect to the Lessor’s reasonable belief that any of the foregoing defaults may have occurred, or which may otherwise be required by law.

19. Lessor’s Remedies. On the occurrence of any Event of Default in Section 18 by Lessee, Lessor may, at any time thereafter, with or without notice or demand, as set forth in Section 18 above, and without limiting Lessor in the exercise of any right or remedy which Lessor may have:

A. Termination. Terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

B. Pursue Other Remedies. Pursue any other remedy now or hereafter available to Lessor under North Carolina law.

Notwithstanding the foregoing, the Lessor may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to cure the same within the time periods provided in Section 18.

20. Right of Lessor to Re-Enter. In the event of any termination of this Lease and only after the Removal Period as provided for in Section 24(C) has ended, Lessor shall have the immediate right to enter upon and repossess the Premises, and remove any personal property of Lessee remaining on the Premises and stored in any public warehouse at the risk and expense of Lessee. Lessee hereby waives all claims arising from Lessor's re-entering and taking possession of the Premises and removing and storing the property of Lessee as permitted under this Lease at such time and will save and hold Lessor harmless from all losses, costs or damages occasioned Lessor thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being dispossessed for any cause, or in the event of Lessor obtaining possession of the Premises, by reason of the violation by Lessee of any of the terms, covenants or conditions of this Lease, or otherwise.

21. Legal Costs. Lessee shall reimburse Lessor, upon demand, for any reasonable costs or expenses incurred by Lessor in connection with any breach by Lessee or the occurrence of any Event of Default under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

22. Lessee’s Right to Terminate. Lessee shall have the right to terminate this Lease by providing Lessor with not less than thirty (30) days’ notice in writing, by certified mail, return receipt requested, upon the occurrence of any of the following events:

A. Any of applications for Governmental Approvals should be completely and finally rejected.
B. Any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority.

C. Lessee determines that Governmental Approvals may not be obtained in a timely manner.

D. Lessee determines that the Premises is no longer technically or structurally compatible for its use.

E. Lessee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary.

F. In the event of Lessor’s uncured default.

All rentals paid by Lessee to Lessor prior to the date of any such termination shall be retained by Lessor. Upon any such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by Lessee. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor.

23. Renovation, Maintenance, Repair and Demolition of the Tower. In the event Lessor undertakes substantial renovation, maintenance or repair of the Tower, Lessee agrees to reasonably cooperate with Lessor, subject to the following terms and conditions:

A. Lessor shall provide at least sixty (60) days prior written notice to Lessee of any renovation, maintenance or repair to be conducted in or near the Premises, which may impact the operation of Lessee’s Communications Equipment. Such notice shall include information concerning the type of renovation, maintenance or repair that will occur and a description of the possible impact on the Communications Equipment and Lessee’s operations on the Premises.

B. Lessor will make reasonable efforts to minimize the interference to the Lessee’s operations on the Premises.

C. In the event Lessor’s renovation, maintenance or repair of the Tower dictates that work be performed within the Premises, Lessee, or its contractors, shall temporarily remove and relocate any Communications Equipment as may be necessary to accommodate such renovation, maintenance or repair. No such temporary removal shall last more than thirty (30) days. Lessee shall be afforded the opportunity and sufficient time to install temporary equipment in alternative locations on the Tower or one or more alternate locations on surrounding property owned by Lessor prior to removing its Communications Equipment for the purpose of ensuring that Lessee has continuous coverage. Under no circumstances excepting as provided for in Section 20 will Lessor or anyone acting on its behalf attempt to move, relocate or remove any of Lessee’s Communications Equipment. Any movement of the Communications Equipment shall be performed by Lessee, or its contractors.

D. In the event the Communications Equipment must be temporarily relocated; Lessee will also have the right to use a temporary transmission site or cell on wheels ("COW") on the Lessor's property at a location sufficient to meet Lessee's coverage or engineering needs and as reasonably agreed upon by the Parties.
E. In the event Lessor deems it necessary to demolish the Premises and/or Tower, Lessor shall have the right to terminate this Lease by giving the Lessee three hundred sixty (360) days notice and Lessee shall remove all Lessee equipment within the three hundred sixty (360)-day notice period. Lessor’s notice of the scheduled demolition shall cause this Lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of this Lease; however the rent obligation of Lessee shall terminate upon the removal date of Lessee’s equipment from the Premises and/or Tower and Lessor shall reimburse Lessee for any prepaid rent on a prorata basis as of such date.

F. Lessor agrees that the rental payable under this Lease shall be abated until the Premises and/or Tower are rebuilt or restored, unless Lessee places a COW on Lessor’s property as permitted in Section 23(D) above.

24. Miscellaneous:

A. Assignment/Sublease. This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor only to Lessee’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee’s assets in the market defined by the FCC in which the Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred and the Premises may not be subleased by Lessee without the express written approval of Lessor, which approval will not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

B. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term and without the execution of a new Lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all conditions of this Lease insofar as consistent with such a tenancy at a rate 110% of the then applicable base monthly rental rate. In addition, Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, losses, damages, costs and expenses (including reasonable attorneys’ fees and costs), incurred by Lessor in connection with any holdover by Lessee, including any claims, losses or damages relating to any prospective tenant of the Premises.

C. Surrender Upon Termination of Lease. Within ninety (90) days of the expiration of the Term or the earlier termination of this Lease (“Removal Period”), Lessee shall surrender the Premises in as good condition as at the Commencement Date, reasonable use and wear by the elements excepted. The Communications Equipment and other apparatus installed by Lessee shall remain the property of Lessee and shall be removed from the Premises at Lessee’s own expense without damage or injury to the Premises, the Tower or any other property of Lessor during the Removal Period.

D. Construction of Language. The terms “Lease,” “Lease agreement” or “agreement” shall be inclusive of each other, and shall also include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof. This
Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

E. **Entire Agreement.** This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

F. **Amendment.** No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

G. **Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

H. **Effect of Waiver or Forbearance.** No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

I. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. **Survival.** All obligations (including monetary obligations as set forth in this Lease) of either party accruing prior to expiration of the Term shall survive the expiration or other termination of this Lease.

K. **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party’s having or being deemed to have prepared or imposed such provision.

L. **Lessor's Remedies Cumulative.** The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

M. **Authority.** Each person executing this Lease on behalf of Lessee does hereby represent and warrant that, if applicable: (a) Lessee is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessee has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessee is duly and validly authorized to do so.

N. **Relationship Between Parties.** Nothing in this Lease shall be construed to render the
Lessor in any way or for any purpose a partner, joint venture, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

O. **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

P. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Q. **Memorandum of Lease for Recording.** At the request of either party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the requesting party’s sole cost and expense substantially in the form attached hereto as Exhibit C. The memorandum of Lease shall set forth the parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

R. **Prohibition on Gifts.** North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contact with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

S. **Notices.**

All notices, other than those described in subsection (b) of this section, 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):

**to Lessor:** Appalachian State University  
Attn: Business Affairs Department  
438 Academy Street  
Boone, NC 28608

with a copy to: Appalachian State University  
Attn: Office of General Counsel  
438 Academy Street  
Boone, NC 28608

**to Lessee:** New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Site #: 174-604, FA No.: 15114864 (NC)  
1025 Lenox Park Blvd. NE, 3rd Floor  
Atlanta, Georgia 30319
With a copy to:
New Cingular Wireless PCS, LLC
Attn: Legal Department-Network
Re: Site #: 174-604, FA No.: 15114864 (NC)
208 S. Akard Street
Dallas, TX 75020

Subject to the terms of Sections 5 and 6 of this Lease, rental payments shall be made payable to the Appalachian State University and may be direct deposited or mailed to the following address:

Appalachian State University
Attn: Office of the Controller
HO 155
601 South College Road
Boone, NC 28608

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

[signatures on following pages]
IN WITNESS WHEREOF, this Lease has been executed by the Parties as of the dates set forth in the notary acknowledgements below.

LESSEE:

New Cingular Wireless PCS, LLC
A Delaware Limited Liability Company

By: AT&T Mobility Corp.
Its: Manager
By: ____________________________

Print Name:  Jason Martin

Title:  Area Manager Engineering & Construction

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, ____________________________, a Notary Public in and for the State and County aforesaid, do hereby certify that Jason Martin personally came before me this day and acknowledged that he is the Area Manager Engineering & Construction of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, and that he, as such representative, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the ___ day of ____________, 2021.

__________________________________
Notary Public

__________________________________
Print Name

My Commission Expires: ___________________
LESSOR:

APPALACHIAN STATE UNIVERSITY

By: __________________________
    Sheri Everts
    Chancellor
    Appalachian State University

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, __________________________, a Notary Public in and for the aforesaid County of WATAUGA and the State of North Carolina, do certify that Sheri Everts, personally came before me this day and acknowledged that she is Chancellor of Appalachian State University, State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of __________, 2021.

________________________________
Notary Public

________________________________
Print Name

My Commission Expires: __________________________
EXHIBIT “A” Final RF Equipment Schedule

Lessee’s tower-mounted equipment at the 116’ level:

(4) Commscope 2NN2HH-33C-R4 antennas
(2) Commscope NNIH4-65C-R6-V3 antennas
(5) Ericsson RRUS 4415 B30 remote radio units
(5) Ericsson RRUS 4478 B14 remote radio units
(5) Ericsson RRUS 4449 B5/B12 remote radio units
(5) Ericsson RRUS 8846 B2/B66A remote radio units
(8) Commscope CBC1923T-43 diplexers
(4) Raycap DC9-48-60-24-8C-EV surge suppressors
(10) #6 AWG DC power cables
(3) 24pr fiber cables
EXHIBIT “C”

Memorandum of Lease
MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ______ day of ______________________, 2021, by and between APPALACHIAN STATE UNIVERSITY, a constituent institution of the University of North Carolina System, located at 438 Academy Street, Boone, North Carolina 28608 (hereinafter called “Lessor”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (hereinafter called “Lessee”).

1. Lessor and Lessee entered into a certain Lease Agreement ("Agreement") on the ______ day of ______________________, 2021, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The Initial Term will be ten (10) years commencing on the first day of the month following the date of construction set forth in the terms of the Lease, with two (2) additional successive ten (10) year options to renew.

3. The portion of the land being leased to Lessee and associated easements are described in Exhibit I annexed hereto.

4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Lessor:

APPALACHIAN STATE UNIVERSITY

By: _____________________________
Print Name: Sheri Everts
Its: Chancellor
Date: ___________________________

Lessee:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corp.
Its: Manager

By: _____________________________
Print Name: Jason Martin
Its: Area Manager Engineering & Construction
Date: ___________________________

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]
LESSOR ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

I, __________________________, a Notary Public in and for the aforesaid County of WATAUGA and the State of North Carolina, do certify that Sheri Everts, personally came before me this day and acknowledged that she is Chancellor of Appalachian State University, State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of __________, 2021.

Notary Public

My Commission Expires: __________________________

LESSEE ACKNOWLEDGMENT

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, __________________________, a Notary Public in and for the State and County aforesaid, do hereby certify that Jason Martin personally came before me this day and acknowledged that he is the Area Manager Engineering & Construction of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, and that he, as such representative, being authorized to do so, executed the foregoing instrument on behalf of the limited liability company.

Witness my hand and official seal, this the ___ day of __________, 2021.

Notary Public

My Commission Expires: __________________________

(NOTARIAL STAMP/SEAL)
EXHIBIT 1
DESCRIPTION OF PROPERTY AND PREMISES

to the Memorandum of Lease dated , 2021, by and between APPALACHIAN STATE UNIVERSITY, a constituent institution of the University of North Carolina System, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

Non-exclusive and exclusive space (the "Tower Space") on the tower (the "Tower") owned by ASU located at 473 Bodenheimer Drive, Watauga County, Boone, North Carolina 28608. Lessor also leases to Lessee approximately 250 square feet of ground space for the placement of an equipment building, a generator pad, and such space as necessary between the tower and said equipment building to locate utilities and all wires, cables and conduits necessary for the operation of Lessee’s Communications Equipment and such other appurtenances and accessories related thereto (the "Ground Space"), located adjacent to the Tower at said location.
STATE OF NORTH CAROLINA
COUNTY OF WATAUGA

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), made as of the last date set forth in the notary acknowledgements below (the "Effective Date"), between the APPALACHIAN STATE UNIVERSITY, a constituent institution of the University of North Carolina System, located at 438 Academy Street, Boone, North Carolina 28608, hereinafter designated "Lessor," and CAROLINA WEST WIRELESS, INC., hereinafter designated "Lessee." The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

THAT WHEREAS, the Lessor has requested and approved the execution of this instrument for the purposes herein set forth; and

WHEREAS, the authority to approve and execute this Lease agreement was delegated to the Lessor by the Millennial Campus Financing Act as described in N.C.G.S. § 116-198.34; and

WHEREAS, the Lessor has the authority to execute this Lease; and Lessor agrees to lease space to Lessor on the monopole tower (the "Tower Space") and approximately sixty-four (64) square feet of ground space (the "Ground Space") to install communications equipment located at 473 Bodenheimer Drive, Boone, NC 28608, being a portion of Parcel ID No.:2900-66-0216-000 in Watauga County, NC (the "Site"); and

WHEREAS, the Parties have hereto mutually agreed to the terms and conditions of this Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of rental received, and the further mutual terms, covenants and conditions set forth herein, Lessor and Lessee agree as follows:

1. **Lease of Premises.** Lessor hereby Leases to Lessee, subject to the terms and conditions of this Lease, Tower Space for twelve (12) antennas, eighteen (18) RRU's, five (5) cables as described in Exhibit "A" Final RF Equipment Schedule, and sixty-four (64) square feet of Ground Space near the base of the monopole tower on the Site as shown on the Site Plan in Exhibit "B" for the operation of Lessee’s communications network. The Tower Space and the Ground Space are collectively referred to herein as the "Premises."

2. **Use, Fixtures and Access.** Lessee shall use the Premises for the purpose of constructing, installing, operating, maintaining, altering, repairing, replacing and removing cables, wires, transmitters, transformers, electric and communication transmission lines, platform(s), equipment cabinets and all other apparatuses, equipment and appurtenances necessary to transmit and receive radio waves and for such other uses expedient to the operation of a communications network (all such equipment located within the Premises being collectively referred to herein as the "Communications Equipment"). Lessor agrees that the Communications Equipment shall remain

Page 1 of 17
the property of Lessee and shall not be, become, or be deemed by Lessor to be fixtures upon the Premises. Subject to the notice provisions contained in this Lease, Lessor hereby grants to Lessee the right of ingress and egress over and upon the Premises and the right to access the Premises for the purposes set forth herein.

3. **Installation, Alteration, Maintenance and Repair.** The Communications Equipment shall be installed, operated, maintained and repaired by Lessee at Lessee’s sole cost and expense. All costs associated with the installation of the Communications Equipment, including all engineering and structural studies and reimbursement of the State of North Carolina’s reasonable personnel costs to inspect and monitor the installation, shall be borne by Lessee. During the Term, Lessee shall have the right to replace, repair, alter or otherwise modify its Communications Equipment; provided that any such repair, alteration or modification receives the prior written approval of Lessor. The addition of antennae or equipment must be approved by the Lessor and is subject to additional rent being charged to the Lessee. Notwithstanding the foregoing, Lessee shall have the right to remove all or a portion of the Communications Equipment from time to time in Lessee’s sole discretion without Lessor’s consent. Lessee shall put and maintain in thorough repair and in good and safe condition its Premises, whether such maintenance is necessitated by wear, tear, obsolescence, government regulation, or defects, latent or otherwise. Lessor will maintain the Tower, excluding the Premises, in good condition, reasonable wear and tear excepted. **It is understood and agreed that adding or updating equipment during the term or a renewal period may require a rent adjustment.**

4. **Term.** The term of this Lease shall be for a period of five (5) years beginning on the 1st day of October 2021, the “Commencement Date”, and expiring on the 30th day of September 2026 (the “Initial Term”), unless earlier terminated as provided herein.

5. **Rent.** Rental for the Premises shall be paid by Lessee in annual installments, with the rental for the first year of the Term being due and payable on the Commencement Date and the rental payments for each successive year of the Initial Term being due and payable on each anniversary of the Commencement Date, in the sums set forth in the Initial Term Rent Schedule below.

**INITIAL TERM RENT SCHEDULE**

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<th>Year</th>
<th>Annual Rental</th>
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<tbody>
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<td>$48,392.60</td>
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<td>5</td>
<td>$50,328.31</td>
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6. **Extensions.** This Lease may be extended for two (2) additional five (5) year periods (the “Renewal Term”) upon the mutual written agreement of the Parties. During the Renewal Term Lessee shall pay annual rent to Lessor for the Premises in the amounts set forth in the Renewal Term Rent Schedule below. With the exception of the amount of annual rental, the terms and conditions of this

Page 2 of 17
Lease shall remain the same during the Renewal Term. The Initial Term and the Renewal Term are collectively referred to as the Term.

**RENEWAL TERM RENT SCHEDULE**

<table>
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<tr>
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<table>
<thead>
<tr>
<th>2nd Renewal Term Year</th>
<th>Annual Rental</th>
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</thead>
<tbody>
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<tr>
<td>9</td>
<td>$71,632.88</td>
</tr>
</tbody>
</table>

7. **Condition of Premises.** Lessor agrees to deliver the Premises to Lessee in its present condition. Except as otherwise expressly provided herein, Lessee acknowledges that the Premises is being delivered "as is," that Lessee has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises is suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Lessor or any agent of Lessor. Lessee's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises is in good order and satisfactory condition.

8. **Taxes, Assessments, Utilities and Other Services.** Any and all taxes or other assessments which may be levied upon the Premises, upon Lessee's interest in the Premises and upon any alterations, additions, and improvements thereon and/or upon the Communications Equipment shall be paid by Lessee prior to the time when the taxes and other assessments become delinquent. Lessee must provide for commercial electric service and any desired emergency power necessary to operate its Communications Equipment. Lessee shall cause to be installed, at its sole cost and expense, a separate electrical meter to measure its electrical usage and Lessee shall pay for all electricity used within thirty (30) days of receipt of invoice.

9. **Governmental Approvals.** Prior to installing its Communications Equipment, Lessee, at its sole cost and expense, shall obtain all certificates, permits, licenses and other approvals that may be required by any federal or other governmental authority relating to Lessee's use of the Premises, including, without limitation, the Federal Communications Commission ("FCC") (collectively the "Governmental Approvals"). Lessee shall also obtain at its sole cost and expense prior to the installation of the Communications Equipment, a structural analysis of the Tower, and shall provide a copy of such analysis to Lessor for its review and approval. Lessor shall cooperate with Lessee's commercially reasonable efforts to obtain and comply with all Governmental Approvals.
10. **Interference.** The Communications Equipment shall be designed, constructed, installed, maintained and operated in compliance with the applicable rules and regulations of the FCC and good engineering practices. Lessee agrees to install equipment of the type and frequency which will not cause harmful interference, which is measurable in accordance with then existing industry standards, to any equipment of Lessor or any of Lessor’s other Lessees in place and existing as of the Effective Date. In the event the Communications Equipment causes interference with other equipment on or about the Tower, and after Lessor has notified Lessee of such interference, Lessee shall take all steps necessary to correct and eliminate the interference within forty-eight (48) hours. To the extent Lessee is unable to cure the interference within this timeframe, Lessee shall voluntarily power down the equipment causing the interference except for intermittent testing until such time as the interference is remedied. If after thirty (30) days, Lessee is unable to cure the interference despite its good faith efforts, it will remove the equipment which caused the interference, or at its option, terminate this Lease. Should interference reasonably objectionable to Lessee be caused by Lessor’s equipment, Lessor shall cooperate with Lessee to eliminate such interference. Lessor shall have the responsibility to see to prevention or remedy of interference by other Lessees on or about the Building. If Lessor is unable, after commercially reasonable efforts, to remedy interference caused by any other Lessee on or about Building, Lessor shall require the offending party to reduce power and/or cease operations until such time as the offending party can make repairs to the interfering equipment.

11. **Insurance.**

A. **Commercial General Liability Insurance.** Lessee shall maintain, or cause to be maintained, in full force and effect and at its own expense, during the Term commercial general public liability insurance written on ISO form CG 00 01 or its substantial equivalent, covering bodily injury and property damage liability with a combined single limit of $5,000,000 per occurrence and in the aggregate combined single limit coverage as protection against liability claims occurring on or about the Premises or growing out of the use and occupancy of the Premises. Lessor shall be included as additional insured on said policy by endorsement as respects this Agreement.

B. **Insurance During Construction:**

(a) **Contractor’s Commercial General Liability and Business Automobile Liability Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction and subsequent improvements of the Premises to procure and maintain, a form (i) commercial general liability insurance written on ISO form CG 00 01 or its substantial equivalent, at its own cost and expense, during the duration of such contractor’s construction contract, in the amount of $1,000,000.00 bodily injury and property damage liability combined single limit each occurrence/annual aggregate (such insurance shall provide protection from claims for bodily injury, including death, property damage and contractual liability, products/completed operations, third party property damage and where applicable, XCU (explosion collapse and underground property damage) where applicable, and (ii) business automobile liability insurance on owned, hired and non-owned vehicles for limits
of $1,000,000.00 each accident, bodily injury and property damage liability. Such policies shall include Lessee and Lessor as additional insureds by endorsement as respects this Agreement. Lessee shall provide Lessor at least thirty (30) days’ prior notice (ten (10) days’ notice shall apply to non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract.

(b) **Contractor’s Workers Compensation Insurance.** Lessee will carry and maintain, and/or will endeavor to require each contractor entering into a construction contract for the construction of the Premises to procure and maintain, statutory worker’s compensation and employer’s liability insurance during the term of its construction contract, covering its employees working thereunder. Employer’s liability insurance shall be written with the following limits: (i) $1,000,000.00 each accident-bodily injury by disease, (ii) $1,000,000.00 policy limit-bodily injury by accident and (iii) $1,000,000.00 each disease-bodily injury by disease. Lower limits are satisfactory as long as a $1,000,000.00 Umbrella/Excess Liability Policy is in effect. Lessee shall provide at least thirty (30) days prior written notice to Lessor (ten (10) days’ notice shall apply for non-payment) of cancellation or nonrenewal of any required coverage that is not replaced. A certificate evidencing such coverage shall be provided to Lessee and Lessor or, if such insurance is provided by a private carrier, a completed certificate of insurance on an ACORD form, shall be provided to Lessee and Lessor with respect to each contractor entering into a construction contract. Each construction contract shall also provide that each subcontractor of any contractor who is a party to such construction contract shall be required to furnish similar worker’s compensation insurance.

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

D. **Self-Insurance.** Notwithstanding the foregoing, Lessee may, in its sole discretion, self insure any of the required insurance under the same terms required by this Agreement. provided that if Lessee elects to self-insure any coverage required herein, then the following provisions shall apply: (i) Lessee or its parent company shall have and continuously maintain a tangible net worth of at least One Hundred Million Dollars ($100,000,000) as evidenced by Lessee's or its parent company's most recent annual report; (ii) Lessee shall continuously
maintain appropriate loss reserves for the amount of its self-insurance obligations under this section, which reserves are annually approved by Ernst & Young, or any successor auditing company; (iii) Lessee shall undertake the defense of any self-insured claim for which a defense and/or coverage would have been available from the insurance company, including a defense of the Lessor, at Lessee's sole cost and expense, with counsel selected by Lessee and reasonably acceptable to Lessor; (iv) Lessee shall use its own funds to pay any claim or replace property or otherwise provide the funding which would have been available from insurance proceeds but for Lessee's election to self-insure; (v) Lessee shall pay any and all amounts due in lieu of insurance proceeds which would have been payable if Lessee had carried the insurance policies, which amounts shall be treated as insurance proceeds for all purposes under this Agreement; and (vi) all amounts which Lessee pays or is required to pay and all loss or damages resulting from risks for which Lessee has elected to self-insure shall not limit Lessee's indemnification obligations set forth in this Agreement.

12. **Indemnification of Lessor.** Lessee agrees to indemnify and save Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense including reasonable attorney fees by reason of damage to person or property of Lessor or its officers, agents, employees, guests, invitees, or any other person in or near the Premises, which may arise or be claimed to have arisen as a result of the occupancy or use of the Premises by Lessee, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents, employees, Lessees, licensees, permitted guests or other occupant of the Building. Further, Lessee specifically agrees to indemnify and hold harmless Lessor from and against any and all loss, damage, claims, demand, liability, or expense, including reasonable attorney fees, by reason of damage to any person or property arising out of the installation, operation, repair, maintenance, inspection, or removal by Lessee, its agents or employees of its Communications Equipment from the Premises except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents, employees, Lessees, licensees, permitted guests or other occupant of the Building. Lessee shall further indemnify Lessor against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims, and demands, including reasonable attorney fees arising out of its breach, violation, or default of any of the covenants or provisions of this Lease.

13. **Casuality.** In the event of damage by fire or other casualty to the Premises, which cannot be attributed to the negligence of the Lessee, or cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Tower is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Lease upon fifteen (15) days written notice to Lessor. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.
14. **Condemnation.** In the event of any condemnation of the Tower, Lessee may terminate this Lease upon fifteen (15) days written notice to Lessor if such condemnation may reasonably be expected to disrupt Lessee’s operations at the Premises for more than forty-five (45) days. Lessee may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to its Communications Equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment as of such termination date with respect to rental payments due under this Lease.

15. **Hazardous Materials.**

A. Lessee will not be responsible for damage, loss, or expense resulting from the existence on the Premises of any Hazardous Material (defined below) generated, stored, disposed of, or transported to or over the Premises prior to the Effective Date, or which is generated, stored, disposed of, or transported to or over the Premises by Lessor, or its agents, employees, Lessees, licensees, permitted guests or other occupant of the Building, subsequent to the Effective Date. In this regard, it is specifically agreed that in carrying out the planning, construction, and/or operation of the Premises, Lessee is not acting as the agent of Lessor. The Premises are Leased on an as-is/where-is basis.

B. Lessee agrees to indemnify Lessor and hold Lessor harmless from and against any and all liens, demands, defenses, suits, proceedings, disbursements, liabilities, losses, litigation, damages, judgments, obligations, penalties, injuries, costs, expense (including, without limitation, attorneys’ and experts’ fees) and claims of any and every kind of whatsoever paid, incurred, suffered by, or asserted against Lessor with respect to, or as a direct or indirect result of; (i) the violation of any Environmental Laws (defined below) applicable to the Premises, to the extent that such violation occurred subsequent to the Effective Date and is caused by the activities of Lessee or (ii) the violation of any of the Environmental Laws by Lessee in connection with any other surrounding property owned by Lessor, subsequent to the Effective Date, which violation gives or may give rise to any rights whatsoever in any party with respect to the Premises by virtue of any of the Environmental Laws.

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

16. **Rights Upon Sale.** Should Lessor, at any time during the Term, decide to sell all or part of the Tower to a purchaser other than Lessee, such sale shall be under and subject to this Lease and Lessee's rights hereunder.

17. **Lessor's Covenants.** Lessor represents, covenants, and warrants that it has full authority and right to enter into and execute this Lease and to perform the Lease in accordance with the terms hereof, and that subject to the terms of this Lease, Lessee shall peaceably and quietly have, hold and enjoy the Premises throughout the Term.

18. **Events of Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease (an "Event of Default"): 

A. **Vacation / Abandonment.** Lessee ceases to occupy, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term and fails to pay rent.

B. **Failure to Pay.** If Lessee fails to pay any rent or any other monetary payment as and when due where such failure continues for thirty (30) days after delivery of written notice thereof by Lessor to Lessee.

C. **Transfer.** The assignment, subletting or other transfer or any attempted assignment, subletting or other transfer, of this Lease in violation of Section 24.A herein.

D. **Any violation of Section 15 by Lessee or any permitted assignee or subtenant of Lessee; provided, however, that such violation shall not constitute an Event of Default if within ten (10) days of notice of such violation, Lessee shall both deliver to Lessor such cash security as Lessor may require, in its sole and absolute discretion, in order to fully protect Lessor and the Premises from and against all claims, losses and costs actually or potentially caused, as determined by Lessor, and commence to cure such violation and if thereafter Lessee thereby pursues such cure to completion in a manner satisfactory to Lessor.

E. **Failure to Perform.** If Lessee fails to perform any of Lessee's nonmonetary obligations under this Lease, for a period of thirty (30) days after written notice from Lessor;
provided that if more time is required to complete such performance, Lessee shall not be in default if Lessee commences such performance within the thirty (30)-day period and thereafter diligently pursues its completion.

F. **Other Defaults.** If Lessee shall fail to comply with any provision contained herein or any of the rules commenced by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

G. **False Statement.** The making or furnishing by Lessee on any warranty, representation or statement to Lessor in connection with this Lease, or any other agreement to which Lessee and Lessor are parties, which is false in any material respect when made or furnished.

H. **Unlawful Purpose.** If Lessee allows the Premises to be used by Lessee or any parties acting on Lessee’s behalf for any unlawful purpose or for any purpose that promotes acts of moral turpitude.

I. **Unethical or Fraudulent Actions.** If, in its reasonable discretion, Lessor determines with regard to this Lease or to the Lessee’s use and possession of the Premises, that Lessee has: acted in an unethical or fraudulent manner; or acted in a manner that would bring the Lessor into disrepute; or acted in a manner that is in violation of public policy or in a manner detrimental to the legitimate interests of the Lessor; or has refused Lessor’s request for information or additional assurances either with respect to the Lessor’s reasonable belief that any of the foregoing defaults may have occurred, or which may otherwise be required by law.

19. **Lessor’s Remedies.** On the occurrence of any Event of Default in Section 18 by Lessee, Lessor may, at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have:

   A. **Termination.** Terminate Lessee's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

   B. **Pursue Other Remedies.** Pursue any other remedy now or hereafter available to Lessor under North Carolina law.

Notwithstanding the foregoing, the Lessor may not maintain any action or effect any remedies for default against the Lessee unless and until the Lessee has failed to cure the same within the time periods provided in Section 18.

20. **Right of Lessor to Re-Enter.** In the event of any termination of this Lease by Lessor or the enforcement of any other remedy by Lessor under this Lease, Lessor shall have the immediate right to enter upon and repossess the Premises, and any personal property of Lessee may be removed from the Premises and stored in any public warehouse at the risk and expense of Lessee.
Lessee hereby waives all claims arising from Lessor's re-entering and taking possession of the Premises and removing and storing the property of Lessee as permitted under this Lease and will save and hold Lessor harmless from all losses, costs or damages occasioned Lessor thereby. No such reentry shall be considered or construed to be a forcible entry by Lessor. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being dispossessed for any cause, or in the event of Lessor obtaining possession of the Premises, by reason of the violation by Lessee of any of the terms, covenants or conditions of this Lease, or otherwise.

21. **Legal Costs.** Lessee shall reimburse Lessor, upon demand, for any reasonable costs or expenses incurred by Lessor in connection with any breach by Lessee or the occurrence of any Event of Default under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise.

22. **Lessee's Right to Terminate.** Lessee shall have the right to terminate this Lease by providing Lessor with not less than thirty (30) days' notice in writing, by certified mail, return receipt requested, upon the occurrence of any of the following events:

A. Any of applications for Governmental Approvals should be completely and finally rejected.

B. Any Governmental Approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by a governmental authority.

C. Lessee determines that Governmental Approvals may not be obtained in a timely manner.

D. Lessee determines that the Premises is no longer technically or structurally compatible for its use.

E. Lessee, in its sole discretion, determines that the use the Premises is obsolete or unnecessary.

F. In the event of Lessor's uncured default.

All rentals paid by Lessee to Lessor prior to the date of any such termination shall be retained by Lessor. Upon any such termination, this Lease shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by Lessee. Otherwise, the Lessee shall have no further obligations for the payment of rent to Lessor.

23. **Renovation, Maintenance, Repair and Demolition of the Tower.** In the event Lessor undertakes substantial renovation, maintenance or repair of the Tower, Lessee agrees to reasonably cooperate with Lessor, subject to the following terms and conditions:
A. Lessor shall provide at least sixty (60) days prior written notice to Lessee of any renovation, maintenance or repair to be conducted in or near the Premises, which may impact the operation of Lessor's Communications Equipment. Such notice shall include information concerning the type of renovation, maintenance or repair that will occur and a description of the possible impact on the Communications Equipment and Lessor's operations on the Premises.

B. Lessor will make reasonable efforts to minimize the interference to the Lessee's operations on the Premises.

C. In the event Lessor's renovation, maintenance or repair of the Tower dictates that work be performed within the Premises, Lessee, or its contractors, shall temporarily remove and relocate any Communications Equipment as may be necessary to accommodate such renovation, maintenance or repair. No such temporary removal shall last more than thirty (30) days. Lessee shall be afforded the opportunity and sufficient time to install temporary equipment in alternative locations on the Tower or one or more alternate locations on surrounding property owned by Lessor prior to removing its Communications Equipment for the purpose of ensuring that Lessee has continuous coverage. Under no circumstances excepting as provided for in Section 20 will Lessor or anyone acting on its behalf attempt to move, relocate or remove any of Lessee's Communications Equipment. Any movement of the Communications Equipment shall be performed by Lessee, or its contractors.

D. In the event the Communications Equipment must be temporarily relocated; Lessee will also have the right to use a temporary transmission site or cell on wheels ("COW") on the Lessor's property at a location sufficient to meet Lessee's coverage or engineering needs and as reasonably agreed upon by the Parties.

E. In the event Lessor deems it necessary to demolish the Premises, Lessor shall have the right to terminate this agreement by giving the Lessee 180 days notice and Lessee shall remove all Lessee equipment within the 180 day notice period. Lessor’s notice of the scheduled demolition shall cause this lease to expire with the same force and effect as though the date set forth in such notice was the date originally set as the expiration date of this Lease, and the rent obligation of Lessee shall terminate upon the expiration of the Lease.

24. **Miscellaneous:**

A. **Assignment / Sublease.** This Lease may be sold, assigned or transferred by Lessee without any approval or consent of Lessor only to Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the FCC in which the Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease may not be sold, assigned or transferred and the Premises may not be subleased by Lessee without the express written approval of Lessor, which approval will not be unreasonably withheld, conditioned or delayed. No change of stock ownership, partnership interest or control of Lessee or
transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

B. **Holdover.** In the event Lessee remains in possession of the Premises after the expiration of the Term and without the execution of a new Lease, Lessee shall occupy the Premises as a tenancy at sufferance subject to all conditions of this Lease insofar as consistent with such a tenancy at a rate 110% of the then applicable base monthly rental rate. In addition, Lessee shall indemnify, defend and hold Lessor harmless from any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees and costs), incurred by Lessor in connection with any holdover by Lessee, including any claims, losses or damages relating to any prospective tenant of the Premises.

C. **Surrender Upon Termination of Lease.** Within ninety (90) days of the expiration of the Term or the earlier termination of this Lease, Lessee shall surrender the Premises in as good condition as at the Commencement Date, reasonable use and wear by the elements excepted. The Communications Equipment and other apparatus installed by Lessee shall remain the property of Lessee and shall be removed from the Premises at Lessee's own expense without damage or injury to the Premises, the Tower or any other property of Lessor.

D. **Construction of Language.** The terms “Lease,” “Lease agreement” or “agreement” shall be inclusive of each other, and shall also include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

E. ** Entire Agreement.** This instrument contains the entire agreement between the Parties, and no statement, premise, inducement, representation or prior agreement which is not contained in this written Lease shall be valid or binding.

F. **Amendment.** No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Lessee and Lessor.

G. **Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns.

H. **Effect of Waiver or Forbearance.** No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Lessor in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Lessee, and until Lessee has completely performed all
covenants and conditions of this Lease, Lessor shall be entitled to invoke any remedy available to Lessor under this Lease or any law or equity despite such forbearance or indulgence.

I. **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

J. **Survival.** All obligations (including monetary obligations as set forth in this Lease) of either party accruing prior to expiration of the Term shall survive the expiration or other termination of this Lease.

K. **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party’s having or being deemed to have prepared or imposed such provision.

L. **Lessor’s Remedies Cumulative.** The rights and remedies of Lessor specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

M. **Authority.** Each person executing this Lease on behalf of Lessee does hereby represent and warrant that, if applicable: (a) Lessee is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessee has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessee is duly and validly authorized to do so.

N. **Relationship Between Parties.** Nothing in this Lease shall be construed to render the Lessor in any way or for any purpose a partner, joint venture, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

O. **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

P. **Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

Q. **Memorandum of Lease for Recording.** At the request of either party, Lessor and Lessee shall execute a memorandum of this Lease for recording in the public records at the
requesting party’s sole cost and expense. The memorandum of Lease shall set forth the parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

R. **Prohibition on Gifts.** North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contact with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests, for its entire organization, including its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

S. **Notices.** All notices, other than those described in subsection (b) of this section, 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):

**to Lessor:** Appalachian State University  
Attn: Business Affairs Department  
438 Academy Street  
Boone, NC 28608  

with a copy to: Appalachian State University  
Attn: Office of General Counsel  
438 Academy Street  
Boone, NC 28608  

**to Lessee:** Slayton S. Stewart  
Carolina West Wireless, Inc.  
Post Office Box 959  
Wilkesboro, North Carolina 28697  

Subject to the terms of Section 5 of this lease, rental payments shall be made payable to the Appalachian State University and may be direct deposited or mailed to the following address:

Appalachian State University  
Attn: Office of the Controller  
HO 155  
601 South College Road  
Boone, NC 28608
Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

[signatures on following pages]
IN WITNESS WHEREOF, this Lease has been executed by the Parties as of the dates set forth in the notary acknowledgements below.

LESSEE:

CAROLINA WEST WIRELESS, INC.

By: __________________________________________
Print Name: Slayton S. Stewart
Title: ________________________________________

STATE OF ____________________________
COUNTY OF _______________________

I, the undersigned, a Notary Public in and for the County and State aforesaid do hereby certify that ______________________, ______________________________ of Carolina West Wireless, Inc., personally came before me this day and acknowledged the due execution of the foregoing instrument on behalf of the named Lessee for the uses and purposes herein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____
day of ________________________, 2021.

______________________________
Notary Public

My Commission Expires: ______________  Print Name: ____________________________
LESSOR:

APPALACHIAN STATE UNIVERSITY

By: ____________________________
    Sheri Everts
    Chancellor
    Appalachian State University

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, ____________________________, a Notary Public in and for the aforesaid County of WATAUGA and the State of North Carolina, do certify that Sheri Everts, personally came before me this day and acknowledged that she is Chancellor of Appalachian State University, State of North Carolina, and that by authority duly given and as the act of the State has signed the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the ___ day of ____________, 2021.

Notary Public

Print Name

My Commission Expires: ____________________________
### NOTES:
1. All information on this page is provided by Carolina West Wireless and/or others and is shown for illustrative purposes only. Contractor shall contact the Carolina West Wireless Construction Manager prior to construction for all detailed antenna, and coax cable information.
2. Refer to structural analysis by Kimley-Horn for analysis of future existing tower.

### ANTENNA ORIENTATION PLAN

**C5**

(Not to scale, for illustrative purposes only, see structural analysis by others to confirm antenna mount type)

<table>
<thead>
<tr>
<th>ANTENNA SECTOR</th>
<th>AZIMUTH IN DEGREES</th>
<th>MECHANICAL DOWN TILT</th>
<th>LICENSED FREQUENCY</th>
<th>ANTEorra* (QTY) MAKE/MODEL</th>
<th>REMOTE RADIO UNIT</th>
<th>COMPOSITION CABLES</th>
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<td>CoaxQty</td>
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<td>0'</td>
<td>850</td>
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<td>RRUS 11 B5</td>
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<tr>
<td>A2</td>
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<td>0'</td>
<td>600/700</td>
<td>(1) COMMSCOPE/ FF-65C-R1</td>
<td>4449 B71/B85A</td>
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<tr>
<td>A3</td>
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<td>0'</td>
<td>CBRS</td>
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<td>4408 B48/4408 B49</td>
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**EXISTING CHAIN-LINK SECURITY FENCE**
MEETING OF THE STUDENT AFFAIRS COMMITTEE
APPALACHIAN STATE UNIVERSITY
BOARD OF TRUSTEES

Friday, September 24, 2021
11:00 am
Room 415 - Rough Ridge
Plemmons Student Union

AGENDA

1. Call to Order
2. Approval of Minutes
3. 2021-2022 SGA Updates
4. Capital Projects Updates
5. Student Affairs Updates
6. Adjournment

ACTION
INFORMATION
INFORMATION
INFORMATION
ACTION
MOTION TO CONVENE IN CLOSED SESSION

I MOVE THAT THE BOARD CONVENE IN CLOSED SESSION TO:

1. **X** prevent the disclosure of privileged or confidential information **X** pursuant to North Carolina General Statutes sections 126-22 and 132-1.2 (1) ______ pursuant to Title ______ of the United States Code, section ______ or ______ pursuant to ____________ [applicable law or regulation] in accordance with N.C.G.S § 143-318.11(a)(1).

2. **X** prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award in accordance with N.C.G.S § 143-318.11(a)(2).

3. **X** consult with our attorney ______ to preserve the attorney-client privilege ______ to consider and give instructions to our attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure in accordance with N.C.G.S. § 143-318.11(a)(3).

4. ______ discuss matters relating to the location or expansion of industries or other businesses in the area served by this Board in accordance with N.C.G.S § 143-318.11(a)(4).

5. ______ establish or instruct the staff or an agent concerning the position to be taken by or on behalf of this Board in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease in accordance with N.C.G.S § 143-318.11(a)(5).

6. ______ establish or instruct the staff or an agent concerning the position to be taken by or on behalf of this Board in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract in accordance with N.C.G.S § 143-318.11(a)(5).

7. **X** consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee in accordance with N.C.G.S § 143-318.11(a)(6).

8. ______ hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee in accordance with N.C.G.S § 143-318.11(a)(6).

9. ______ plan, conduct, or hear reports concerning investigations of alleged criminal conduct in accordance with N.C.G.S § 143-318.11(a)(7).

10. ______ discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity in accordance with N.C.G.S §