



Alamance
COUNTY GOVERNMENT

www.alamance-nc.com

Nolan Carter
Alamance County Recreation & Parks
3916 R. Dean Coleman Rd.
Burlington, NC 27215
Ph. (336) 229-2380

MEMO

TO: John P. Paisley, Jr., Commissioner Chairman

RE: Ground Lease Agreement for Cane Creek Mountains Natural Area

Enclosed you will find documents for the lease of a property owned by the University of North Carolina at Greensboro. This lease requires zero cost to the county. This site will serve to connect trails at Cane Creek Mountains Natural Area.

This has been prepared by Alex Ashton, Director of Real Estate with UNCG. Chairman, please return the signed copy to our office.

Thank you.

A handwritten signature in blue ink, appearing to read "Nolan Carter", is written over a horizontal line.

Nolan Carter

STATE OF NORTH CAROLINA

GROUND LEASE AGREEMENT

COUNTY OF ALAMANCE

THIS GROUND LEASE AGREEMENT (hereinafter the "Lease"), made and entered into as of the last date set forth in the notary acknowledgments below (the "Effective Date") by and between the STATE OF NORTH CAROLINA, a body politic and corporate, hereinafter referred to as "Lessor", and the COUNTY OF ALAMANCE, a body politic and corporate of the State of North Carolina, hereinafter referred to as "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as a "Party."

WITNESSETH:

THAT WHEREAS, The University of North Carolina at Greensboro (UNCG), administers Three College Observatory, (the "Observatory") and certain real property surrounding it in Alamance County and has requested and approved the execution of this instrument for the purpose herein specified; and

WHEREAS, the Alamance County Recreation and Parks Department is acquiring land and developing a nature park called Cane Creek Mountains Natural Area (the "Nature Park") located in the Cane Creek Mountains Range in the southwest quadrant of Alamance County, and the master plan for the Nature Park includes the real property surrounding Observatory and administered by UNCG; and

WHEREAS, at the request and approval of UNCG on September 29, 2021 and as duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 1st day of February 2022, the real property surrounding the Observatory was dedicated on July 1, 2022 by the Secretary of the North Carolina Department of Natural and Cultural Resources through a Letter of Allocation as the Cane Creek Mountains Observatory Nature Preserve, hereinafter referred to as the "Preserve," in accordance with the Nature Preserves Act, Part 42 of Article 2, Chapter 143B of the North Carolina General Statutes; and

WHEREAS, in his Letter of Allocation the Secretary of the North Carolina Department of Natural and Cultural Resources authorized UNCG as (the "Primary Custodian") and where applicable, a secondary custodian, to hold in trust the Preserve, for the uses and purposes expressed in the Nature Preserves Act and under the terms and conditions of the allocation letter; and

WHEREAS, on September 29, 2021, UNCG approved designation of the Lessee as (the "Secondary Custodian") of the Preserve to manage the real property surrounding the Observatory as a part of its Nature Park and in accordance with an approved land management plan; and

WHEREAS, the execution of this Lease for and on behalf of Lessee has been duly approved by the Alamance County Board of Commissioners at a meeting held on the ____ day of _____ 2025; and

WHEREAS, the execution of this Lease for and on behalf of Lessor has been duly approved by the Governor and Council of State at a meeting held in the City of Raleigh, North Carolina, on the 1st day of February 2022; and

WHEREAS, the Parties have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, Lessor, for and in consideration of the sum of ONE DOLLAR, and other good and valuable consideration, receipt of which is hereby acknowledged and in further consideration of the covenants, conditions and provisions hereinafter set forth, does hereby rent, lease and demise unto Lessee for and during the Term and under the terms and conditions hereinafter set forth, the Premises, as described herein, with all rights, privileges and appurtenances thereunto belonging.

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. Premises. The "Premises" is defined as the "Ground Lease Area," containing 59.01 acres, more or less, of an approximate 61.71 total acres and excluding the approximate 2.70-acre "Observatory Compound Area," of those certain parcels or tracts of land owned by the State of North Carolina and lying and being in the southwest quadrant of Alamance County, North Carolina, and identified on a revised survey dated June 01, 2022, prepared by Douglas R. Yarbrough, PLS with Landmark Surveying, Inc., Graham, North Carolina, and captioned "Lease Survey for Alamance County Property of State of North Carolina and University of North Carolina," attached hereto and incorporated herein as **Exhibit A**.
2. Term. The term of this Lease shall be for a period of thirty (30) years commencing on the Effective Date and, unless earlier terminated as provided herein, shall expire at 2400 hours on the date that is the thirtieth (30th) year anniversary of the Effective (the "Term").
3. Termination. Either Party in its sole discretion may terminate this Lease for any reason upon one (1) year's written notice to the other Party.
4. Rent. Lessee shall pay to Lessor as rental for the Premises, the sum of ONE DOLLAR (\$1.00) for the Term.
5. 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 are 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 were in good order and satisfactory condition.
6. Permitted Use of Premises. Where the Premises overlaps with the Preserve, the Lessee shall use and manage the Premises in a manner consistent with the uses and purposes expressed in the Nature Preserves Act, the terms and conditions of the Letter of Allocation, attached hereto and incorporated herein as **Exhibit B**, and the Land Management Plan, which is attached hereto and incorporated herein as **Exhibit C** and which has been reviewed and agreed to by the Primary Custodian, the Secondary Custodian and the North Carolina Department of Natural and Cultural Resources. The Land Management Plan may be updated and amended from time to time with written agreement by the Primary Custodian, the Secondary Custodian and the North Carolina Department of Natural and Cultural Resources and such changes shall not constitute an amendment to this Lease. The primary classification and purpose of the Preserve under its dedication are conservation, scientific research, passive recreation, and nature education. The Lessee reserves the right to invite the public onto the Premises during specified hours, to orient and guide visitors for educational programs, and to engage in Preserve management activities.

7. Access. Lessee, its employees and agents may use the Observatory access road off of Thompson Mill Road (S.R. 2328), labeled "Gravel Road" on **Exhibit A**, and the associated parking area to access and maintain the Premises, but the general public may not use this access road without written permission from UNCG. Prior to allowing the public to access trails on the Premises, the Lessee shall install at its sole cost and expense a locked entrance gate along this access road, similar to those used elsewhere in the Nature Park, and supply UNCG with keys or an access code to the lock.
8. Prohibitions and Limitations on Use. In no event shall Lessee make any use of the Premises that constitutes waste, nuisance, or unreasonable annoyance. Lessee shall not knowingly allow the Premises to be used for any unlawful purpose, for any purpose that promotes acts of moral turpitude, or in any manner that would violate public policy or bring Lessor into disrepute. Lessee shall not erect or install any signs or other advertising media on any portion of the Premises without the prior written consent of the Lessor. Any new trails constructed by Lessee shall be no more than four (4) feet wide and only for the purposes of walking, jogging or observation. Public operating hours on the Premises shall be during daylight hours only. Any visitors outside of daylight hours must be part of a guided visit sanctioned by Lessee or one of its agents.
9. Improvements, Alterations and Changes. Lessee may construct trails and related improvements such as but not limited to pedestrian bridges, overlooks, wayfinding signage, regulatory signage, and kiosks for public recreation, education and scientific research on the Premises. Lessee however shall not make any alterations, changes, renovations or improvements to the Premises, including new trails, without the prior written consent of the Lessor, which shall not be unreasonably withheld. Unless otherwise agreed upon, any alterations, restorations or improvements of the Premises shall be made by Lessee at its sole cost and expense, shall minimize dust and vibrations surrounding the Observatory, and shall comply with all applicable governmental laws, rules, ordinances, and regulations. Prior to the commencement of any alteration, renovation or improvement of the Premises, Lessee shall submit plans for the intended work to Lessor for written approval by UNCG and, if applicable, the State Construction Office, a division of the North Carolina Department of Administration, and to such other agency or agencies designated by Lessor. Lessee is specifically prohibited from erecting, installing or placing any lighting or light fixtures on the Premises.
10. Monitoring. Lessee, at its sole cost and expense, shall post the outer perimeter of the Premises with boundary signs and maintain such signage during the Term. Lessee shall be responsible for routine monitoring of the Premises, including its property boundaries, for evidence of encroachments, trespassing, prohibited activities, prohibited objects, or introduced flora or fauna. Lessee shall work with the proper authorities, and the Primary Custodian as necessary, to address any illegal activities and shall endeavor to remove, to the extent practicable, prohibited objects or introduced flora or fauna.
11. Visitors. Lessee shall be responsible for controlling and managing visitors to the Premises in accordance with the Land Management Plan (**Exhibit C**), including but not limited to establishing and posting appropriate public hours of operation and appropriate rules and regulations. Lessee's proposed rules and regulations and any subsequent proposed changes to the rules and regulations must be approved in writing by the Primary Custodian prior to posting. Lessee's rules and regulations shall include a prohibition upon entering the fenced Observatory compound and Lessee shall post signage at intervals along the perimeter of the fenced Observatory compound notifying visitors not to enter.

12. Scientific Research Permits. Lessee shall notify Primary Custodian of requests it receives from persons or entities wishing to engage in scientific research or collecting.
13. Natural Resource Management. Lessee shall manage and preserve, to the extent practicable, the natural features, flora and fauna, hydrological features, and natural communities within the Preserve in accordance with the Land Management Plan (**Exhibit C**). Lessee shall notify and cooperate with the Primary Custodian on any proposed large-scale land management activities such as control of vegetational succession, controlled burns, the introduction or removal of populations of flora or fauna, consumptive wildlife uses, or water level control activities.
14. Utilities. Lessee shall be responsible for all costs and expenses associated with the provision of utilities to the Premises, if any, which are not associated with the Observatory.
15. Maintenance and Repair. During the Term, Lessee, at its sole cost and expense, shall keep and maintain in thorough repair and in good and safe condition the Premises and any improvements installed by Lessee thereon. In particular, Lessee shall maintain any new trails and bridges it installs in a safe and passable condition, including the removal of hazards such as overhanging dead tree limbs and tripping hazards. The Lessee is permitted to but not obligated under this Lease to help maintain the Observatory access road off of Thompson Mill Road (S.R. 2328), labeled "Gravel Road" on **Exhibit A**, and the associated parking area.
16. Liens. Lessee shall not encumber the Premises with any mortgages or permit any mechanic's, materialman's, contractor's, subcontractor's or other similar lien arising from any work of improvement performed by or on behalf of Lessee, however it may arise, to stand against the Premises. In the event the Premises are encumbered by any such lien, Lessee may in good faith contest the claim underlying such lien, so long as Lessee immediately bonds or otherwise discharges the lien.
17. Compliance. Lessee agrees to comply, at Lessee's sole cost and expense, with all governmental laws, rules, ordinances and regulations applicable to the Premises or Lessee's use and occupancy thereof.
18. Lessor's Right to Inspect. Lessor may enter upon and inspect the Premises for purposes of insuring Lessee's compliance with this Lease and for the additional purposes of fulfilling its obligations. Such entry by Lessor shall not constitute an eviction of Lessee or a deprivation of any right of Lessee and shall not alter the obligation of Lessee hereunder or create any right in Lessee adverse to Lessor.
19. Insurance and Liability.
 - 19.1. Lessee Insurance. Lessee shall obtain adequate insurance coverage in accordance with all applicable laws, if so required, for (i) general liability, (ii) workers' compensation, (iii) automobile liability and (iv) fire and extended coverage with regard to the Lessee's operations on or about Premises and the improvements located thereon. Lessee shall require any of its contractors or agents entering the Premises to obtain and keep in place with well rated insurers, authorized to do business in the State of North Carolina, adequate insurance coverage, as applicable, for (i) statutory workers' compensation including employers' liability; (ii) commercial general liability including, personal injury, broad form property damage, independent contractor, XCU (explosion, collapse, underground) and products/completed operations; (iii) automobile liability; and (iv) fire and extended coverage insurance. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent Lessor in any and all litigation

19.2. Insurance Requirements. All policies shall be issued by insurance companies acceptable to Lessor. All such policies maintained by Lessee shall be purchased only from insurers who are authorized to do business in the State of North Carolina, who comply with the requirements thereof, and who carry an A.M. Best Company rating of "A" or "A+." All insurance policies shall contain an endorsement, if obtainable, specifically naming Lessor as an additional insured, and shall be primary to any other insurance that may be available to Lessor. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Lessor thirty (30) days prior written notice. Lessee will provide Lessor with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after execution of this Lease, and will provide true and complete copies of such insurance policies upon Lessor's request.

19.3. Lessee's Liability. As between Lessee and Lessor, Lessee, subject to the terms of this Lease, shall be primarily liable for the negligent or intentional acts or omissions of its agents or employees. As to third parties, Lessee, solely to the extent indemnified by an insurance policy such that any amounts paid by Lessee to Lessor comes from insurance proceeds and not from Lessee's funds, agrees to 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 on or about the Premises, which may arise or be claimed to have arisen as a result of the possession, occupation, use or operation of the Premises by Lessee, its agents or employees, except where such loss or damage arises from the willful or negligent misconduct of Lessor, its agents or employees.

20. No Waiver of Immunity. No provision of this Lease shall be construed as constituting a waiver of Lessor's sovereign immunity or Lessor's immunity under the Eleventh Amendment of the Constitution of the United States and Lessor's liability for any claims shall be limited to the extent and manner of recovery provided in Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"). No provision of this Lease shall be construed as constituting a waiver of Lessor's or Lessee's sovereign, governmental, or statutory immunity or any other legal or equitable defense if otherwise available pursuant to law.

21. Casualty. In the event the Premises or Lessee's improvements thereon, or a substantial part thereof, shall be damaged by fire or other casualty, Lessee may, at its option, terminate this Lease or cause the Premises and its improvements to be repaired or renovated. If Lessee determines to make the necessary repairs or renovations, it shall do so at its sole cost and expense and shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonably delay, and in compliance with the terms of this Lease and all applicable governmental laws and regulations. If Lessee determines not to make the necessary repairs or renovations, then this Lease shall terminate and Lessee, at Lessor's option, shall cause the Premises to be restored to a condition reasonably approximating that existing at the commencement of this Lease.

22. Hazardous Materials.

22.1. Definitions. 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) gasoline, or any other petroleum product or by-product, (d) toxic substances, or rodenticides, as 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 Paragraph which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease.

22.2. Lessor Not Liable for Hazardous Materials. Lessor shall not be responsible for any damage, loss or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over the Premises. Lessor makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an 'as-is'/where-is basis.

22.3. Lessee's Obligations. Lessee represents warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable Environmental Laws. Lessee shall give Lessor immediate written notice of any problem, Release, threatened Release or discovery of any Hazardous Materials on or about the Premises or claim thereof. If such problem, Release, threatened Release or discovery was caused by Lessee, its employees, agents, contractors, invitees or licensees, this notice shall include a description of measures taken or proposed to be taken by Lessee to contain and/or remediate the Release of Hazardous Materials and any resultant damage to or impact on property, persons and/or the environment (which term includes, without limitation, soil, surface water or groundwater) on, under or about the Premises. Upon Lessor's approval and at Lessee's own expense, Lessee shall promptly take all steps necessary to clean up or remediate any Release of Hazardous Materials, comply with all Environmental Laws and otherwise report and/or coordinate with Lessor and all appropriate governmental agencies. Nothing herein shall be construed to relieve contractors of Lessee from liability for Hazardous Materials arising from the activities of said contractors on the Premises.

23. Lessee's Default. In the event Lessee fails to perform any of its obligations under this Lease, and such failure is not cured within the specific time period provided in this Lease or if no specific time period is provided, then within thirty (30) days after written notice to Lessee (or if such failure cannot be cured

within thirty (30) days, then within such reasonable period to time, provided Lessee proceeds promptly and diligently to cure such breach), whichever occurs first, then Lessor, at its option may (i) terminate Lessee's right to possession of the Premises at any time by an lawful means, in which case this Lease shall terminate the Lessee shall immediately surrender possession of the Premises to Lessor and Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default; and/or (ii) pursue any other remedy now or hereafter available to Lessor under North Carolina law.

24. Ownership of Leasehold Improvements; Surrender of Premises. During the Term, ownership of any improvements constructed or installed on the Premises under this Lease shall be in Lessee. At the expiration of the Term or the earlier termination of this Lease, Lessee shall promptly quit and surrender the Premises and shall, if so required by Lessor, remove any building(s), physical structure(s), personal property, trade fixtures and/or equipment from the Premises and restore the Premises to a condition reasonably approximating that existing prior to the letting of this Lease; provided that Lessee shall not be required to remove any bridges, trails, parking areas, benches, signs, kiosks, or other alterations or improvements it has caused to be placed, constructed or erected on the Premises with Lessor's permission. Any buildings, restrooms, physical structures, personal property, trade fixtures and/or equipment not required to be removed by Lessor, or otherwise remaining on the Premises thirty (30) days after the termination of this Lease, shall, at Lessor's option, become the property of Lessor or Lessor may have the property removed and/or stored, at Lessee's expense.
25. Holdover. In the event Lessee remains in possession of the Premises after the expiration of the Term without the execution of a new lease, then Lessee shall occupy the Premises as a tenancy at sufferance subject to all of the conditions of this Lease insofar as consistent with such a tenancy. However, either Party shall give not less than thirty (30) days written notice to terminate the tenancy.
26. Assignment and Subleasing. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior written consent of Lessor; provided, however, that Lessee may from time to time enter into agreements with third parties engaged in educational, recreational, or scientific endeavors for the limited use of all or part of the Premises in a manner consist with the terms of this Lease. It is the understanding of Lessor that no such agreements with third parties shall constitute an assignment of this Lease or a sublease of any portion of the Premises. In no event shall Lessor's consent to the above-referenced agreements be interpreted or understood to release Lessee from any of its obligations under this Lease.
27. Binding Effect. Subject to the provisions herein, this Lease shall extend to and bind the Parties, their successors and permitted assigns.
28. Prohibition on Gifts. North Carolina General Statute §133-32 prohibits the offer to, or acceptance by, any employee of Lessor of any gift from anyone with a contract with Lessor, or from any person seeking to do business with Lessor. By execution of this Lease, Lessee 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.
29. Applicable Law. This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
30. Complete Agreement. This Lease contains the entire agreement between the Parties regarding the subject matter hereof and each Party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Lease not specifically

set forth herein.

31. 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.
32. Interpretation. The terms "ground lease," "lease," "lease agreement," or "agreement" shall be inclusive of each other, and also shall 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. Notices. All notices, requests and other communications hereunder shall be deemed to have been fully given, by either Party to the other, when made in writing and either deposited in the United States mail (sent certified, return receipt requested); personally delivered; or transmitted by overnight courier for next business day delivery to the addresses of Lessor and Lessee set forth below, or to such other addresses as the Parties may, from time to time, designate by written notice.

To Lessor: UNC Greensboro
 Campus Enterprises – Real Estate
 P.O. Box 26170
 Greensboro, North Carolina 27402

with copy to: State Property Office
Attn: Manager, Leasing and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321

To Lessee: Alamance County Recreation and Parks
3916 R. Dean Coleman Road
Burlington, NC 27215

[Remainder of Page Intentionally Left Blank – Signatures Begin on Following Page]

IN TESTIMONY WHEREOF, this Lease has been executed by the Parties, in duplicate originals, as of the dates set forth in the notary acknowledgments below.

LESSEE:

COUNTY OF ALAMANCE

By: _____

Print Name: _____

Title: _____

ATTEST:

Clerk (Seal)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid County and State do hereby certify that _____ personally came before me this day and acknowledged that he/she is Clerk of Alamance County and that by authority duly given and as an act of Alamance County, the foregoing instrument was signed by _____, its _____, attested by himself/herself as Clerk and sealed with the common seal.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2025.

Notary Public

Print Name: _____

My Commission Expires: _____

LESSOR:

STATE OF NORTH CAROLINA

By: _____
Governor

ATTEST:

Secretary of State

APPROVED AS TO FORM:
JEFF JACKSON, Attorney General

By: _____
Special Deputy Attorney General

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County of _____ and State of North Carolina, do hereby certify that ELAINE F. MARSHALL, Secretary of State of North Carolina, personally came before me this day and acknowledged that she is Secretary of State of North Carolina, and that by authority duly given and as the act of the State, the foregoing instrument was signed in its name by JOSH STEIN, Governor of the State of North Carolina, sealed with the Great Seal of the State of North Carolina, and attested by herself as Secretary of State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of _____, 2025.

Notary Public
Print Name: _____

My Commission Expires: _____



I, Douglas R. Yarbrough certify that this map was drawn under my supervision from an actual survey made under the provisions of the General Statutes of the State of North Carolina, Chapter 42, and that the boundaries shown are indicated as drawn and that the area is as indicated or other reference; that the ratio of accuracy of this map meets the standards of practice for Land Surveying in North Carolina (21 NCAC 56.1600).

This 01 Day of JUNE 2022

Douglas R. Yarbrough, Professional Land Surveyor L-3395

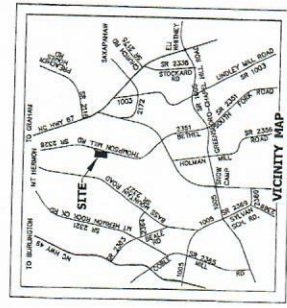


BOUNDARY LINE TABLE		
Line #	Bearing	Distance
L-1	S 00°49'43" W	25.91'
L-2	S 13°28'16" W	139.99'
L-3	N 88°50'40" W	94.74'
L-4	N 85°00'19" W	98.45'
L-5	N 03°34'53" E	58.65'
L-6	N 03°41'09" E	59.50'
L-7	N 02°47'57" E	14.41'
L-8	N 03°43'58" E	100.39'
L-9	S 11°38'25" W	87.03'
L-10	S 54°59'44" W	322.25'



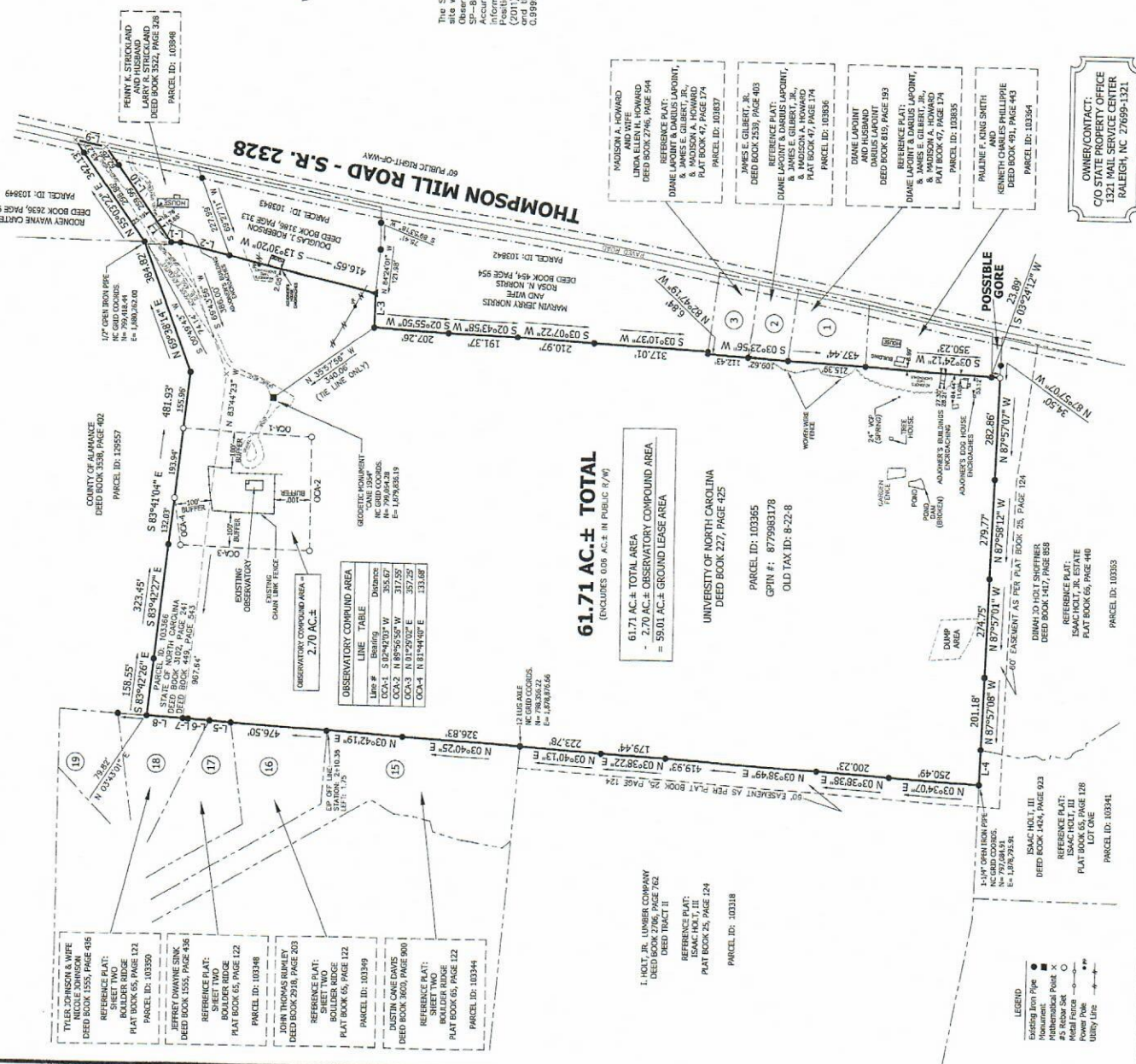
NC GRID NORTH
NAD 83 (2011)

The State Plane Coordinates for this site were produced with RTK GPS using the North Carolina State Plane SP-80 and the North Carolina State Plane Accuracy of the RTK Derived Positional Information is 0.10'. Horizontal coordinates are referenced to NAD 83 (2011). The Scale Factor is 0.9999636 and the Combined Grid Factor is 0.9999636.



LEASE SURVEY FOR
ALAMANCE COUNTY
PROPERTY OF
STATE OF NORTH CAROLINA
AND
UNIVERSITY OF NORTH CAROLINA
NEWLIN TOWNSHIP
ALAMANCE COUNTY
NORTH CAROLINA

DATE 02/07/22 SCALE 1" = 200'
LANDMARK SURVEYING, INC. 109 E. HARDEN STREET GRAHAM, N.C. 27753
TELEPHONE: 336-229-6275 Email: dyl@landmark.com FIRM LICENSE: C-0862
FILE 22-01-02 SURVEY BY DMP DWO BY GS APPD BY DRY
REVISED JUNE 01, 2022: REVISED AS PER COMMENTS FROM THE STATE OF NORTH CAROLINA.



61.71 AC.± TOTAL
(ENCLOSURE 009 AC.± IN PUBLIC R/W)

61.71 AC.± TOTAL AREA
- 2.70 AC.± OBSERVATORY COMPOUND AREA
= 59.01 AC.± GROUND LEASE AREA

OBSERVATORY COMPOUND AREA		
Line #	Bearing	Distance
OCA-1	S 03°42'26" E	323.45'
OCA-2	S 03°42'27" E	481.59'
OCA-3	S 03°42'27" E	191.94'
OCA-4	S 03°42'27" E	191.94'
OCA-5	S 03°42'27" E	191.94'
OCA-6	S 03°42'27" E	191.94'
OCA-7	S 03°42'27" E	191.94'
OCA-8	S 03°42'27" E	191.94'
OCA-9	S 03°42'27" E	191.94'
OCA-10	S 03°42'27" E	191.94'
OCA-11	S 03°42'27" E	191.94'
OCA-12	S 03°42'27" E	191.94'
OCA-13	S 03°42'27" E	191.94'
OCA-14	S 03°42'27" E	191.94'
OCA-15	S 03°42'27" E	191.94'
OCA-16	S 03°42'27" E	191.94'
OCA-17	S 03°42'27" E	191.94'
OCA-18	S 03°42'27" E	191.94'
OCA-19	S 03°42'27" E	191.94'
OCA-20	S 03°42'27" E	191.94'
OCA-21	S 03°42'27" E	191.94'
OCA-22	S 03°42'27" E	191.94'
OCA-23	S 03°42'27" E	191.94'
OCA-24	S 03°42'27" E	191.94'
OCA-25	S 03°42'27" E	191.94'
OCA-26	S 03°42'27" E	191.94'
OCA-27	S 03°42'27" E	191.94'
OCA-28	S 03°42'27" E	191.94'
OCA-29	S 03°42'27" E	191.94'
OCA-30	S 03°42'27" E	191.94'
OCA-31	S 03°42'27" E	191.94'
OCA-32	S 03°42'27" E	191.94'
OCA-33	S 03°42'27" E	191.94'
OCA-34	S 03°42'27" E	191.94'
OCA-35	S 03°42'27" E	191.94'
OCA-36	S 03°42'27" E	191.94'
OCA-37	S 03°42'27" E	191.94'
OCA-38	S 03°42'27" E	191.94'
OCA-39	S 03°42'27" E	191.94'
OCA-40	S 03°42'27" E	191.94'
OCA-41	S 03°42'27" E	191.94'
OCA-42	S 03°42'27" E	191.94'
OCA-43	S 03°42'27" E	191.94'
OCA-44	S 03°42'27" E	191.94'
OCA-45	S 03°42'27" E	191.94'
OCA-46	S 03°42'27" E	191.94'
OCA-47	S 03°42'27" E	191.94'
OCA-48	S 03°42'27" E	191.94'
OCA-49	S 03°42'27" E	191.94'
OCA-50	S 03°42'27" E	191.94'
OCA-51	S 03°42'27" E	191.94'
OCA-52	S 03°42'27" E	191.94'
OCA-53	S 03°42'27" E	191.94'
OCA-54	S 03°42'27" E	191.94'
OCA-55	S 03°42'27" E	191.94'
OCA-56	S 03°42'27" E	191.94'
OCA-57	S 03°42'27" E	191.94'
OCA-58	S 03°42'27" E	191.94'
OCA-59	S 03°42'27" E	191.94'
OCA-60	S 03°42'27" E	191.94'
OCA-61	S 03°42'27" E	191.94'
OCA-62	S 03°42'27" E	191.94'
OCA-63	S 03°42'27" E	191.94'
OCA-64	S 03°42'27" E	191.94'
OCA-65	S 03°42'27" E	191.94'
OCA-66	S 03°42'27" E	191.94'
OCA-67	S 03°42'27" E	191.94'
OCA-68	S 03°42'27" E	191.94'
OCA-69	S 03°42'27" E	191.94'
OCA-70	S 03°42'27" E	191.94'
OCA-71	S 03°42'27" E	191.94'
OCA-72	S 03°42'27" E	191.94'
OCA-73	S 03°42'27" E	191.94'
OCA-74	S 03°42'27" E	191.94'
OCA-75	S 03°42'27" E	191.94'
OCA-76	S 03°42'27" E	191.94'
OCA-77	S 03°42'27" E	191.94'
OCA-78	S 03°42'27" E	191.94'
OCA-79	S 03°42'27" E	191.94'
OCA-80	S 03°42'27" E	191.94'
OCA-81	S 03°42'27" E	191.94'
OCA-82	S 03°42'27" E	191.94'
OCA-83	S 03°42'27" E	191.94'
OCA-84	S 03°42'27" E	191.94'
OCA-85	S 03°42'27" E	191.94'
OCA-86	S 03°42'27" E	191.94'
OCA-87	S 03°42'27" E	191.94'
OCA-88	S 03°42'27" E	191.94'
OCA-89	S 03°42'27" E	191.94'
OCA-90	S 03°42'27" E	191.94'
OCA-91	S 03°42'27" E	191.94'
OCA-92	S 03°42'27" E	191.94'
OCA-93	S 03°42'27" E	191.94'
OCA-94	S 03°42'27" E	191.94'
OCA-95	S 03°42'27" E	191.94'
OCA-96	S 03°42'27" E	191.94'
OCA-97	S 03°42'27" E	191.94'
OCA-98	S 03°42'27" E	191.94'
OCA-99	S 03°42'27" E	191.94'
OCA-100	S 03°42'27" E	191.94'

LEGEND
Existing Iron Pipe
Nearest
Reference Point
Metal Pole
Utility Line

OWNER/CONTACT:
C/O STATE PROPERTY OFFICE
1321 MAIL SERVICE CENTER
RALEIGH, NC 27699-1321