



9891-10-1763 *LB*

DML

20120814000182140 LEASE
Bk:RB5423 Pg:425
08/14/2012 11:19:40 AM 1/15

FILED Deborah B. Brooks
Register of Deeds, Orange Co., NC
Recording Fee: \$.00
NC Real Estate TX: \$.00 *SWB*



Return To: New Hope Fire Department
PO Box 16484
Chapel Hill, NC 27516
LEASE

NORTH CAROLINA

ORANGE COUNTY

THIS LEASE AGREEMENT ("Lease") is made and entered into as of the Lease Date (as herein defined) by and between **NEW HOPE IMPROVEMENT ASSOCIATION, INC.**, a North Carolina non-profit corporation (hereinafter called "Lessor"), and **NEW HOPE VOLUNTEER FIRE DEPARTMENT OF ORANGE COUNTY, INC.**, a North Carolina non-profit corporation (hereinafter called "Lessee").

WITNESSETH:

In consideration of the rents hereinafter agreed to be paid and in consideration of the mutual covenants and agreements hereinafter recited, Lessor does hereby lease and demise unto Lessee, and Lessee does hereby lease and take as tenant from Lessor, (A) that certain tract or parcel of land consisting of 1.73 acres, or less, situated at 4012 Whitfield Road, Chapel Hill, Orange County, North Carolina and more particularly described in Deed Book 1555 at Page 535 of the Orange County Registry (the "Land"), and (B) the existing two-story wood frame construction building located on the Land, including any additions, replacements, repairs, renovations and/or improvements thereof or thereto (the "Building"), and any other improvements now or hereafter existing on the Land (the Land, the Building and all other improvements now or hereafter existing on the Land being hereinafter collectively referred to as the "Premises"). Lessor shall have no obligation to make any further improvements of or to the Premises whatsoever. Lessee hereby agrees to accept the Premises in its present condition, "as is".

TO HAVE AND TO HOLD the Premises unto Lessee upon the following terms and conditions:

1. **TERM.**

A. The initial term of this Lease shall begin on the 1st day of January, 2012 and shall end, unless sooner terminated as provided below, at 12:00 midnight on the 31st day of December, 2021.

B. Unless and until this Lease is terminated as provided below, the initial term of this Lease shall automatically extend and renew for three (3) successive terms of three (3) years each. As used in this Lease, "Term" shall mean the initial term of this Lease and each renewal term.

C. Notwithstanding any provision contained in this Lease to the contrary, and in addition to any other right to terminate this Lease expressly provided herein, (i) Lessee may, at its discretion and with or without cause, terminate this Lease effective as of 12:00 midnight on the last day of the initial term, or 12:00 midnight on the



last day of any calendar year during any renewal term, upon delivery of written notice of termination to Lessor not less than six (6) calendar months prior to the date of termination; and (ii) Lessor may, at its discretion and with or without cause, terminate this Lease effective as of 12:00 midnight on the last day of the initial term, or 12:00 midnight on the last day of any renewal term, upon delivery of written notice of termination to Lessee not less than one (1) calendar year prior to the date of termination.

2. **RENT.**

A. The annual rent each calendar year during the initial term of this Lease shall be Four Thousand Dollars (\$4,000.00), and shall be payable within fifteen (15) days after the end of each such calendar year, commencing on January 15, 2013. The annual rent for each calendar year during each subsequent three-year renewal term shall be equal to one hundred three percent (103%) of the annual rent for the immediately preceding three-year lease term, and shall be payable within fifteen (15) days after the end of each such calendar year. Notwithstanding the foregoing, Lessee shall be given a credit against the annual rent payable by Lessee each calendar year during the Term to the extent the total amount paid by Lessee during any such calendar year for taxes, insurance and repairs as required under this Lease exceeds the amount of Six Thousand Dollars (\$6,000.00). For example, if Lessee's payments for taxes, insurance and repairs total Eight Thousand Dollars (\$8,000.00) in any calendar year during the Term, the annual base rent payable by Lessee for such calendar year shall be reduced to Two Thousand Dollars (\$2,000.00). In no event shall the credit exceed the annual base rent otherwise required under this Lease.

B. **Interest on unpaid amounts and No Set-Off.** If any annual rent or any other sum due Lessor in accordance with any provision of this Lease shall not be paid immediately when due, the same shall, unless Lessor shall waive the same, bear interest at the rate of eight percent (8%) per annum (or, if less, the highest rate allowed by law) from such due date until such sum and all such interest accrued thereon shall have been paid. Interest accrued as aforesaid shall be deemed to be additional rent hereunder due on the demand and failure to pay the same shall constitute an Event of Default (as hereinafter defined). All annual rent and any other sum due Lessor in accordance with any provision of this Lease shall be paid without notice or demand and without set-off or deduction of any kind, except as otherwise expressly provided in this Lease.

3. **DEFAULT.** The occurrence of one or more of the following events (herein called "Events of Default") shall constitute a default by the Lessee:

A. Failure to pay rent or any other amount payable by Lessee pursuant to this Lease when due if such failure to pay rent or any other amount payable by Lessee is not cured within ten (10) days after written notice thereof has been delivered to Lessee;



B. Failure to perform any non-monetary provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been delivered to Lessee.

4. **LESSOR'S REMEDIES UPON DEFAULT BY LESSEE.** Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

A. Lessor shall have the right to continue this Lease in full force and effect, and the right to enter the Premises and relet them, changing any or all locks on the Premises, all without being liable for forcible entry, trespass, or other tort. Lessee shall be liable immediately to Lessor for all reasonable costs Lessor shall incur in reletting the Premises and Lessee shall pay to Lessor the annual rent due under this Lease on the date that the annual rent is due, less any credit due Lessee for taxes, insurance and repairs as provided in paragraph 2.A. above, and less any rent Lessor receives from any reletting.

B. Lessor shall have the right to terminate this Lease upon delivery of not less than ten (10) days prior written notice of termination to Lessee and thereafter reenter the Premises and Lessor shall have the right to pursue its remedies at law or in equity to recover of Lessee all amounts of rent then due or thereafter accruing and such other damages as are caused by Lessee's default.

C. No course of dealing between Lessor and Lessee or any delay on the part of Lessor in exercising any rights it may have under this Lease shall operate as a waiver of any other rights of Lessor or Lessee hereunder nor shall any waiver of a prior default operate as a waiver of any subsequent default of defaults and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

5. **END OF TERM, HOLDING OVER AND ATTORNEY'S FEES.** Upon the expiration of the Term or other termination of this Lease, Lessee shall quit and surrender to Lessor the Premises, broom clean, in good order and condition, ordinary wear and tear excepted and Lessee shall remove from the Premises all of its property. If Lessee shall hold over after the expiration of the Term or other termination of this Lease, such holding over shall not be deemed to be a renewal of this Lease but shall be deemed to create a tenancy-at-will and by such holding over Lessee shall be deemed to have agreed to be bound by all of the terms and conditions of this Lease except those as to the Term and except that during such tenancy-at-will Lessee shall pay annual rent at a rate equal to one hundred twenty-five percent (125%) of the annual rent payable on the date of expiration or termination as provided in the foregoing Section 2. If any annual rent or other sum owing under this Lease is collected by or through an attorney at law, Lessee agrees to pay Lessor's reasonable attorney's fees not in excess of fifteen (15%) percent (or if the statutes or other laws of the State of North Carolina in effect at the time of such collection limit to the amount so payable as attorney's fee, then the maximum percentage allowed by such laws or statutes) of the amount so collected.



6. USE OF PREMISES.

A. Subject to the adopted Use Policy addressed in subparagraph 6(B), and the use reserved by Lessor in paragraphs 6.C. and 6.D., Lessee shall use and occupy the Premises as a fire, rescue and/or emergency services station or facility only; provided, however, that nothing contained in this paragraph or elsewhere in this Lease shall prevent or be construed to prevent Lessee from using the Premises, or any part thereof, or allowing the use of the Premises, or any part thereof, on a fee or non-fee basis, for fund-raising activities (e.g. Christmas tree sales, breakfasts, cook-outs, etc.), training classes and drills and/or other public goodwill purposes (e.g. blood drives, polling station, meetings, etc.). Lessee shall not use nor allow the use of the Premises or any part thereof for any illegal or unlawful purpose and will not cause or permit a nuisance to be created or maintained therein

B. Lessee shall develop, adopt and implement a Use Policy for the use of of the Premises, or any part thereof, by outside groups or individuals. The Use Policy shall be reviewed and approved by Lessor prior to its adoption and implementation by Lessee.

C. During the first calendar year of the initial term of this Lease, Lessor reserves the right to the limited exclusive use of (i) the kitchen, bathroom(s) and meeting area located in the east end of the Building and (ii) the parking area adjacent thereto, as depicted on attached Exhibit A-1 ("Lessor's Reserved Area"), on the specific dates and at the specific times listed on attached Exhibit A-2. For each subsequent calendar year during the Term, Lessor shall deliver to Lessee, not less than thirty (30) days prior to the first day of each such calendar year, a revised Exhibit A-2 setting forth the specific dates and times for its limited exclusive use of Lessor's Reserved Area during such calendar year, which dates and times shall not exceed the number of days or the periods of use set forth in the original Exhibit A-2 attached to this Lease without the written consent of Lessee.

D. Lessor shall have the further right to reserve the exclusive use of Lessor's Reserved Area at other dates and times not listed on the attached Exhibit A-2 (or any revision thereof) upon delivery to Lessee of not less than thirty (30) days prior written notice; provided, however, that Lessee shall have no obligation to honor such request if Lessor's Reserved Area has already been scheduled for use by Lessee or reserved by Lessee for use by an outside group or individual(s).

E. Notwithstanding any provision contained in this Lease to the contrary, (i) Lessor shall keep and maintain Lessor's Reserved Area in a clean, orderly and sanitary condition during any use thereof by Lessor and/or its members, officer, employees, contractors, vendors, guests, invitees and/or licensees and shall remove from the Premises or cause to be removed from the Premises any and all garbage created from, by or during such use; (ii) Lessor shall be solely responsible and liable for any injury or



damage to any person or property, including the Premises, or any part thereof, resulting from any use of Lessor's Reserved Area by Lessor and/or Lessor's members, officers, employees, contractors, vendors, guests, invitees and/or licensees; and (iii) Lessor shall indemnify and hold harmless Lessee and Lessee's members, directors, employees, contractors, guests, invitees and/or licensees from and against any demand, claim, loss, damage and/or liability, including fines, attorney's fees and court costs, suffered by any one or more of them as a consequence of any use of the Lessor's Reserved Area by Lessor and/or Lessor's members, officers, employees, contractors, vendors, guests, invitees, and/or licensees.

7. **ASSIGNMENT AND SUBLETTING.** Except to the limited extent otherwise provided in this Lease, Lessee shall not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Consent by Lessor to one assignment or subletting shall not operate as a waiver as to any future assignment or subletting.

8. **UTILITIES.** Lessee shall pay for all electricity, heating, air conditioning, and other utility charges for the Premises.

9. **TAXES.** Lessee shall pay all taxes and assessments of every kind which are now or may hereafter be imposed on the Land and improvements. Lessor shall submit to Lessee an invoice for the taxes and assessments and Lessee shall pay the full amount of such taxes and assessments within thirty (30) days of Lessee's receipt of the invoice or by the last day on which such taxes and assessments may be paid without penalty, whichever is later. Lessee shall be responsible for any and all taxes on its personal property, inventory, equipment, and fixtures located on the Premises.

10. **MAINTENANCE AND REPAIR.** Lessee, at its sole cost and expense, shall maintain and keep in good repair the foundation, roof and exterior walls of the Building, and each parking lot located on the Land, with the exception of the Lessor's Reserved Area, which shall be the responsibility of the Lessor. Lessee shall keep the interior portions of the Building in good condition and in a good state of repair, including the plumbing, heating system and air conditioning system, with the exception of the Lessor's Reserved Area, which shall be the Lessor's responsibility. Except to the extent otherwise provided in Section 11, upon the expiration of the Term or any termination of this Lease, Lessee will deliver the Premises back to the Lessor in substantially the same condition as the Premises existed on the first day of the Term, reasonable wear and tear excepted.

11. **ALTERATIONS BY LESSEE.** Lessee shall make no alterations, additions or improvements to the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. All alterations, additions, and improvements made by, for or at the direction of Lessee shall, when made become the property of Lessor and shall remain upon and be surrendered with the Premises as a part thereof at the expiration of the Term or any earlier termination of this Lease. Upon the

expiration of the Term or any earlier termination of this Lease, Lessee shall promptly reimburse Lessor for any expense or cost incurred by Lessor in restoring the Premises to substantially the same condition in which the Premises existed on the first day of the Term, ordinary wear and tear, fire or other casualty not caused by the Lessee and additions and improvements to the Premises consented to in writing by Lessor pursuant to this Section excepted. Lessee shall promptly pay and discharge any and all licensees, liens or other charges arising out of or in connection with the performance of any action required of or permitted by Lessee hereunder and shall keep the Premises free and clear of any and all such liens or charges.

12. **PROPERTY OF LESSEE** All property placed on the Premises by, at the direction of or with the consent of Lessee, its employees, agents, licensees or invitees, shall be at the risk of the Lessee or the owner thereof. Except to the extent otherwise provided in paragraph 6.E., Lessor shall not be liable for any loss of or damage to said property resulting from any cause whatsoever, unless such loss or damage is the result of Lessor's proven acts of negligence.

13. **TRADE FIXTURES**. Any and all trade fixtures installed on the Premises by Lessee shall remain the property of Lessee, except as otherwise provided herein. Upon the expiration of the Term or any earlier termination of this Lease, Lessee shall have a period of ten (10) days to remove same from the Premises and Lessee shall be solely responsible for any and all repairs to the Premises caused by such removal. Any fixtures not removed from the Premises with such time period shall be deemed abandoned by the Lessee.

14. **LESSOR'S RIGHT OF ENTRY**. Upon delivery of prior reasonable written notice to Lessee, Lessor shall have the right to enter and to grant licenses to enter the Premises at any time and for such lengths or time as Lessor shall deem reasonable (a) to inspect the Premises, (b) to exhibit the Premises to prospective tenants or purchasers, (c) for the purpose of removing from the Premises any placard, signs, fixtures, alterations or additions not permitted by this Lease or (d) to abate any condition which constitutes a material violation of any covenant or condition of this Lease. No such entry by Lessor shall in any manner affect Lessee's obligations and covenants under this Lease and no such entry shall of itself without affirmative proof of negligence on the part of Lessor render Lessor liable for any loss of or damage to the property of Lessee.

15. **INDEMNIFICATION OF LESSOR**. Lessee agrees to indemnify and defend Lessor and to save harmless Lessor against and from any and all claims by or on behalf of any person, firm, or corporation arising by reason of injury to person or property occurring on the Premises in whole or in part by any act or omission on the part of Lessee or any employee, agent assignee or subtenant of Lessee, or by reason of any unlawful use of the Premises or by reason of any breach, violation or non-performance of any covenant in this Lease on the part of Lessee to be observed or performed, and also by reason of any matter or thing growing out of the occupancy or use of the Premises by Lessee or any one



holding under Lessee. Lessee agrees to pay Lessor promptly for all damages to the Premises and for all damage to tenants or occupancy of the Property of Lessor caused by Lessee's misuse or neglect of the Premises or of its or their apparatus and appurtenances and Lessee agrees in any event to reimburse and compensate Lessor as additional rent within thirty (30) days of rendition of any statement to Lessee by Lessor for expenditures made by Lessor or for fines sustained or incurred by Lessor due to non-performance or non-compliance with or breach or failure to observe any terms, covenants or conditions of this Lease upon Lessee's part to be kept, observed, performed or complied with.

16. **INSURANCE AND INSURANCE RATES.** Throughout the Term, Lessee shall carry fire and extended coverage insurance insuring Lessor's interest in the Premises and naming Lessor as an additional loss payee. Such insurance to be written by insurance companies satisfactory to Lessor and non-cancellable without thirty (30) days prior written notice to Lessor. Throughout the Term, Lessee shall carry fire and extended coverage insurance insuring its interest, if any, in improvements to or in the Premises and its interest in its furniture, equipment, supplies and other property. Lessee, on behalf of itself and Lessor, shall carry public liability insurance insuring against all liability of Lessee and its authorized representative arising out of and in connection with Lessee's use or occupancy of the Premises, with minimum limits of \$1,000,000.00 per occurrence. Lessee hereby waives any claim or right of action which it may have against Lessor for any loss or damage covered by such insurance.

Lessee shall not do or cause to be done or permit on the Premises anything deemed extra hazardous and Lessee shall not use the Premises in any manner which will cause an increase in the premium rate for any insurance in effect on the Premises, or any part thereof. If Lessor shall demand in writing that Lessee remedy the condition which caused any such increase in an insurance premium rate, Lessee shall remedy such condition within thirty (30) days after receipt of such demand.

17. **DAMAGE OR DESTRUCTION OF PREMISES:** If the Building shall be damaged by fire or other casualty, Lessor will, within two hundred seventy (270) days from the date of said damage or destruction, either terminate this Lease or repair, restore, or replace the Building so that the same will thereafter be in as good a condition as existed immediately prior to such fire or other casualty. It is further provided, however, that the annual rent herein required to be paid shall abate during any period of untenantability and to the extent the Premises are untenantable for Lessee's use, unless said untenantability is due to Lessee's negligence. It is further agreed that if the Building cannot be replaced, restored or repaired in two hundred seventy (270) days due to the inability of Lessor to obtain materials and labor needed therefore because of strikes, act of God, or governmental restrictions which would prohibit, limit or delay said construction, then the time for completion of such repair or replacement shall be extended accordingly; provided, however, that in any event, if the repair, restoration, or replacement of the Building has not been completed within a period of six (6) months from the date of said damage or destruction, Lessor or Lessee, may at its option, terminate this Lease.

18. **SUBORDINATION.** Lessee agrees that this Lease is and shall remain subject and subordinate to and may be assigned as security for all mortgages or deeds of trusts which may now or hereafter affect the Premises and to and for all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument shall be necessary to effect such subordination; however, Lessee shall execute promptly and deliver to Lessor any such certificate or certificates in writing as Lessor may request evidencing the subordination of this Lease to or the assignment of this Lease as additional security for such mortgage or deed of trust.

19. **CONDEMNATION.** In the event the whole or any material part of the Premises shall be taken by eminent domain or in any manner for a public use, the Lessor may at its option terminate this Lease. Subsequent to the expiration of the initial term of this Lease (and the full amortization of Lessee's investment in the 1999 addition to the Building), Lessee shall not be entitled to any part of any award or payment which may be paid to Lessor or made for Lessor's benefit in connection with such public use and Lessee shall thereafter have no claim or rights as against Lessor for the value of any unexpired term of this Lease. It is provided, however, that the widening of streets abutting the land on which the Building stands shall not affect this Lease, provided that no material part of the Building is so taken.

20. **QUIET ENJOYMENT.** Lessor agrees that subject to Lessee paying the rent and performing all of the terms and conditions of this Lease, Lessee shall have and hold the quiet enjoyment the Premises for the Term.

21. **NOTICES.** Any notice or demand which by any provision of this Lease is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepaid and addressed: (a) if to Lessee, to the attention of the Fire Chief at the street address of the Premises, and (b) if to Lessor, to PO Box 16013, Chapel Hill, North Carolina, ~~27514~~ 27516-6013

22. **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall bind and inure to the benefit of Lessor and Lessee, and their respective successors, legal representatives and assigns.

23. **INTEGRATION AND BINDING EFFECT.** The entire agreement, intent and understanding between Lessor and Lessee is contained in the provisions of this Lease and any stipulations, representations, promises or agreements, written or oral, made prior to or contemporaneously with this Lease shall have no legal or equitable effect or consequences unless reduced to writing herein. This Lease shall be governed by and construed pursuant to the laws of the State of North Carolina.

24. **COMPLIANCE BY LESSEE WITH GOVERNMENTAL REGULATIONS.** In the performance of any acts required of or permitted Lessee under this Lease or any



other provision of this Lease, Lessee shall obey and comply with all lawful requirements, rules, regulations, and ordinances of all legally constituted authorities existing at any time during the continuance of such performance in any way affecting the Premises or the use of the Premises by Lessee.

25. **NO INTERFERENCE WITH SERVICES.** Notwithstanding any provision contained in this Lease to the contrary, including any right or remedy granted to or reserved by Lessor in this Lease, for so long as the Premises shall be used as a fire, rescue or other emergency services station or facility, neither Lessor nor any member, officer, director, contractor, vendor, guest, invitee or licensee of Lessor shall take any action or do anything in, on, upon or to the Premises that shall in any manner prevent, impair, hinder or delay Lessee from promptly responding from the Premises to any fire, rescue or other emergency call or incident, or other request for public service or assistance, or from having immediate access to any necessary vehicle or equipment located on the Premises. All other provisions of this Lease shall be enforced and construed consistent with the provisions of this Section.

26. **MEMORANDUM OF LEASE.** Contemporaneously with the execution of this Lease, the parties will execute a recordable Memorandum of Lease substantially in the form attached as Exhibit B. Either party may record the Memorandum of Lease at any time during the Term, at its sole discretion and at its sole cost and expense.

27. **ATTACHMENTS.** The attached exhibits are incorporated into this Lease by reference.

28. **LEASE DATE.** As used in this Lease, "Lease Date" shall mean the date as of which all parties have properly executed this Lease as indicated below.



IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be executed by its duly authorized officer(s) as of the Lease Date.

LESSOR:

NEW HOPE IMPROVEMENT ASSOCIATION, INC.
a North Carolina non-profit corporation

By: G. Sue Wilkins
Name: G. Sue Wilkins
Title: President

LESSEE:

NEW HOPE VOLUNTEER FIRE DEPARTMENT OF
ORANGE COUNTY, INC.
a North Carolina non-profit corporation

By: Howard Pratt
Name: Howard Pratt
Title: President



NORTH CAROLINA

Orange COUNTY

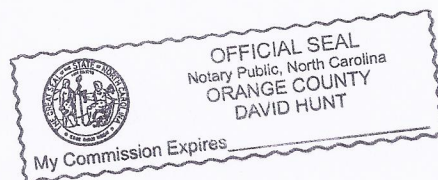
I, a Notary Public in and for said County and State, do hereby certify that
Y. Sue Wilkins, President of New Hope
Improvement Association, Inc., personally appeared before me this day and acknowledged
the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this, the 17th day of
December, 2011.

David Hunt
Notary Public

My commission expires:

June 7, 2014



NORTH CAROLINA

Orange COUNTY

I, a Notary Public in and for said County and State, do hereby certify that
Howard Pratt, President of New Hope
Volunteer Fire Department of Orange County, Inc., personally appeared before me this day
and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this, the 17th day of
December, 2011.

David Hunt
Notary Public

My commission expires:

June 7, 2014

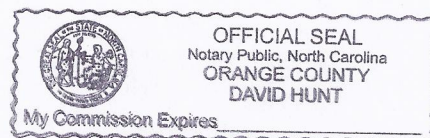




EXHIBIT A-1

LESSOR'S RESERVED USE AREA

TO BE ATTACHED ON OR BEFORE
JANUARY 31, 2012.

J. Sue Wilkins
Hound Creek

Exhibit A

Print Buffer Task Export Results

Search Results Map Layers

Search Results (1)	
Parcel Search - (PIN = 9921101763) - 1 parcels found	
9921101763 NEW HOPE IMPROVEMENT ASSOCI	
Select One Parcel Only	
PIN	9921101763
PINSTATUS	ACTIVE
OWNER TYPE	
INTEREST OWNERS	
OWNER1	
OWNER2	
ADDRESS1	448 ERWIN D
ADDRESS2	
CITY	DURNAN
STATE	NC
ZIPCODE	27707
TOWNSHIP	7
TOWNSHIP NAME	CHAPEL HILL
SIZE	1.73A
CALCULATED	1.73 A
ACRES	
SUBCODE	0
LEGAL DESC	N/S WHITFIELD RD
PATFCODE	07
LOT110	967110
LANDVALUE	244020
BLOCKVALUE	2
BLOCKID	091946
VALUATION	E
TAXSTATUS	
FARHOUSE	0
USEVALUE	1559/535
DEEDREF	
LEGADREF	202511997 12:00:00 AM
DATESOLD	NaN
TAXSTATUS	NaN
STAMPVALUE	
YEAR BUILT	
SOFT	6264
SUBSTATION NAME	
SCHOOL SYSTEM	Chapel Hill-Carrboro Schor
Link to Documents and Print Options	



THIS MAP IS NOT A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A
LOCAL GOVERNMENT AGENCY FOR
COMPLIANCE WITH ANY APPLICABLE
LAND DEVELOPMENT REGULATIONS

Parking for New Hope Improvement Association
81feet X 206 feet X 81 feet X 206 feet
on East side of building





EXHIBIT A-2

DATES FOR LESSOR'S USE OF LESSOR'S RESERVED AREA

JANUARY 13, 2012

JANUARY 21, 2012

EXHIBIT TO BE UPDATED ON OR BEFORE
JANUARY 31, 2012.

By: Sue Mulkin

Howard Pratt



EXHIBIT "B"

MEMORANDUM OF LEASE

TO BE FINALIZED AND SIGNED ON OR
BEFORE JANUARY 31, 2012.

Y. Sue Wilkins

Howard Pratt

BOOK 1555 PAGE 535

FILED

25 FEB 1997, at 09:45:58am
Book 1555, Page 535 - 536
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

No Excise Tax *JW Marion*

Tax Lot No. 7.16..3A ~~332~~ Parcel Identifier No. 9891-10-0776
Verified by 7.16..59 (marco) County on the day of 9891-10-1763 (marco)
by *h*

Mail after recording to GRANTEE, 4113 Whitfield Rd, Chapel Hill, NC 27514

This instrument was prepared by Joseph W. Marion

Brief description for the Index

NORTH CAROLINA GENERAL WARRANTY DEED

21st February 97

THIS DEED made this day of , 19, by and between

GRANTOR

GRANTEE

GLENN S. WHITFIELD
and wife,
BETTY SUE DUNCAN WHITFIELD

NEW HOPE IMPROVEMENT
ASSOCIATION, INC.
c/o James "Pappy" Spinks

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.q. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , Chapel Hill Township, Orange County, North Carolina and more particularly described as follows:

LYING on the north side of Whitfield Road (SR 1730), near the intersection of Sunrise Road (SR 1732) and BEING all of Lot B, containing .44 acres, more or less, as shown on a plat and survey thereof entitled "PROPERTY OF GLENN S. WHITFIELD AND BETTY WHITFIELD", recorded in the Office of the Orange County Register of Deed in Plat Book 77, Page 160 reference to which is made for a more particular description of same.