

**SPACE LEASE AGREEMENT AT:
303 NORTH RALEIGH ST.
GREENSBORO, NC 27401**

THIS SPACE LEASE AGREEMENT (“Lease Agreement”) is hereby made, entered into, and effective as of this 1st day of July, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**LESSOR**,” and, **WELFARE REFORM LIAISON PROJECT**, a North Carolina corporation, hereinafter referred to as the “**LESSEE**,” and also collectively referred to as the “Parties.”

WHEREAS, according to the provisions set forth herein and for consideration received, the Parties hereby acknowledge that LESSEE shall lease from the LESSOR space located at 303 North Raleigh Street, Greensboro, North Carolina, “**Property**”, consisting of a building of approximately 16,000 square feet, further described in **Exhibit A**, which is attached hereto, together with access as stated below, and situated in Guilford County.

NOW, THEREFORE, the Parties agree to the following terms and conditions regarding lease of the subject Property, which shall be used solely for the installation, operation and maintenance of communication purposes:

1. Contract Term. The term of this Lease Agreement shall be for one (1) year, beginning on July 1, 2017, and ending on June 30, 2018 with the option to renew for four (4) additional one (1) year renewals upon mutual written agreement of both Parties.

2. Renewal. This Lease Agreement expires on the expiration date of the terms stated above but shall be renewed, provided that each party notifies the other in writing of their intention to renew at least ninety (90) days prior to expiration of the current Lease Agreement term.

3. Rental Payment. The annual rental amount under this Lease Agreement shall be One Hundred and One Thousand, One Hundred and Ninety-Six and 00/100 Dollars (**\$101,196.00**), payable in monthly installments of Eight Thousand Four Hundred and Thirty-Three and 00/100 Dollars (**\$8,433.00**), due on the commencement date of this Lease Agreement, and payable on the first day of each month during the one-year term. Monthly rental payments of **\$8,433.00** shall be paid to LESSOR (GUILFORD COUNTY) by LESSEE no later than the **10th** of each month at the address for Guilford County Facilities and Property Management Department shown in Paragraph No. 4 herein. In the event of late payment, interest charges shall accrue at the rate of **1.5%** monthly.

4. Notices. Except where otherwise stated herein, all notices, correspondence, and payments pursuant to this Lease Agreement shall be in writing and delivered personally or mailed or delivered to the following address for the Parties. Either Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing. Notices shall be sent to the following:

Notices to LESSOR: Attention: Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
301 West Market Street, 2nd Floor
Greensboro, N.C. 27401

with a copy to: Attention: Robert McNiece
Director of Facilities and Property Management
GUILFORD COUNTY
301 West Market Street, 4th Floor
Greensboro, N.C. 27401

Notices to LESSEE: Attention: Dr. Irish Spencer
President
WELFARE REFORM LIAISON PROJECT
Post Office Box 16085
Greensboro, NC 27416-0085

5. Termination. This Lease Agreement may be canceled by LESSEE with ninety (90) day notice prior written notice to LESSOR. If at any time during the Lease Agreement LESSOR elects terminate this Lease Agreement by providing ninety (90) day prior written notice to LESSEE of LESSOR's intent to terminate. Should either Party breach the Contract, this Lease Agreement may be terminated within ninety (90) days of notice of such breach and lack of correction by the offending Party.

6. Title. LESSOR warrants that LESSOR is seized of good and marketable title to the Property and has the full power and authority to enter into and execute this Lease Agreement. LESSOR further warrants that there are no deeds to secure debt, mortgages, liens or judgments encumbering the Property, and that there are no other encumbrances on the title to the Property that would prevent LESSEE using the Property for the uses intended by LESSEE as hereinafter set forth in this Lease Agreement.

7. Inspections. LESSOR shall permit LESSEE during the Lease Agreement, and any extension thereof, free ingress and egress to the Property by LESSEE and its employees, agents and contractors to conduct tests, investigations and similar activities as LESSEE may deem necessary, at the sole cost of LESSEE. LESSEE and its employees, agents, and contractors shall have the right to bring the necessary vehicles and equipment onto the Property and the surrounding property to conduct such tests, investigations and similar activities. LESSEE shall indemnify and hold LESSOR harmless against any loss or damage for personal injury and physical damage to the Property, or LESSOR's surrounding property or the property of third parties resulting from any such tests, investigations and similar activities.

8. Utility Services. LESSEE will partake in a 100% reimbursement/payment of utilities associated with the space that it occupies on the property.

9. LESSOR Repairs. LESSOR will make, at its expense, all necessary repairs and replacement, as well as alterations required by any governmental authority having jurisdiction, as required and including:

- Major structural repairs
- Major roof repairs
- Major electrical repairs
- Major plumbing repairs
- Major HVAC repairs

10. LESSEE Repairs. LESSEE shall maintain in good state of repair and in good operating condition its equipment, all in accordance with good engineering practices and applicable governmental rules and regulations. In the event of inspection, maintenance or repairs to LESSEE's equipment are required, LESSEE shall use qualified technicians. LESSEE will also:

- Building Maintenance, including janitorial services, and minor repairs including structural, roof, electrical, plumbing and HVAC repairs and Window HVAC Replacement.
- Property Maintenance inside the parking area, including but not limited to parking lot maintenance.

11. Lease of Property. LESSOR hereby leases to LESSEE the Property, which is 303 North Raleigh Street, Greensboro, North Carolina (See **Exhibit A**).

12. Use. LESSEE shall use the Property for the purpose of housing a service to the public.

13. Indemnification. LESSEE shall indemnify and hold LESSOR harmless against any liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by LESSEE or its employees or agents, excepting, however, such liabilities and losses as may be due to or caused by the acts or omissions of LESSOR or its employees or agents.

14. Insurance. LESSEE shall procure and maintain liability insurance at a minimum level:

Workers Compensation: LESSOR agrees to maintain coverage to apply to all employees for statutory liability limited in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$1,000,000 for each accident, \$1,000,000 for each employee, and with a \$1,000,000 aggregate policy limit.

Commercial General Liability: The LESSEE does hereby agree to maintain minimum limits of \$1,000,000 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

Business Auto Policy: LESSEE does hereby agree to maintain limits of \$1,000,000 per accident combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, plus hired and non-owned vehicles.

GUILFORD COUNTY shall be named as an additional insured on LESSEE's general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. LESSEE will also secure its general liability insurance from an A rated insurance company acceptable to the COUNTY.

Upon entering into this Agreement, LESSEE will provide Certificates of Insurance for meeting the required insurance provisions. **The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."**

Original insurance policies or certified copies of policies may be required by the COUNTY (LESSOR) at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent thirty (30) days prior to any expiration date.

15. Removal of Improvements. Title to all improvements constructed or installed by LESSEE on the property shall remain in LESSEE, and all improvements constructed or installed by LESSEE shall at all times remain the property of LESSEE, regardless of whether such improvements are attached or affixed to the Property. LESSEE, upon termination of this Lease Agreement, shall, within a reasonable period, remove all improvements, fixtures and personal property constructed or installed on the Property by LESSEE and restore the Property to its original condition, reasonable wear and tear excepted.

16. Sale of Property. If LESSOR, at any time during the initial or any extended term of this Lease Agreement, decides to sell the Property, or all or any part of LESSOR's surrounding property, to a purchaser other than LESSEE, such sale shall be subject to this Lease Agreement and LESSEE's rights hereunder. LESSOR agrees not to sell, lease or use any other areas of LESSOR's surrounding property for the installation, operation or maintenance of other facilities if, in LESSEE's sole judgment, such installation, operation or maintenance would interfere with the LESSEE's use of the property.

17. Quiet Enjoyment. LESSOR covenants that LESSEE, on paying the rental and performing the covenants, terms and conditions required of LESSEE contained herein, shall peaceably and quietly have, hold and enjoy the Property and the leasehold estate granted to LESSEE by virtue of this Lease Agreement.

18. Assignment. This Lease Agreement may be sold, assigned or transferred at any time by LESSEE to LESSEE's parent company or any affiliate or subsidiary of LESSEE or its parent company, to any successor entity with or into which LESSEE is sold, merged or consolidated, or to any entity resulting from a reorganization of LESSEE or its parent company or to any third party agreeing to be subject to the terms hereof, should be by mutual consent not unreasonably withheld, any third party should be subject to LESSOR approval. Otherwise, this Lease Agreement may not be sold, assigned or transferred without the written consent of LESSOR, such consent not to be unreasonably withheld. LESSEE may sublease the Property, but will provide notice to LESSOR of the sublease.

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19. Condemnation. If the whole of the Property, or such portion thereof as will make the Property unusable for the purposes herein leased, is condemned by any legally constituted public authority, then this Lease Agreement, and the term hereby granted, shall cease from the time when possession thereof is taken by the public authority, and rental shall be accounted for as between LESSOR and LESSEE as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of LESSOR and LESSEE hereunder. However, nothing in this paragraph shall be construed to limit or adversely affect LESSEE's right to an award of compensation from any condemnation proceeding for the taking of LESSEE's leasehold interest hereunder or for the taking of LESSEE's improvements, fixtures, equipment, and personal property.

20. Subordination. At LESSOR's option, this Lease Agreement shall be subordinate to any deed to secure debt or mortgage by LESSOR which now or hereafter may encumber the Property provided that no such subordination shall be effective unless the holder of every such deed to secure debt or mortgage shall, either in the deed to secure debt or mortgage or in a separate agreement with LESSEE, agree that in the event of a foreclosure, or conveyance in lieu of foreclosure, of LESSOR's interest in the Property, such holder shall recognize and confirm the validity and existence of this Lease Agreement and the rights of LESSEE hereunder, and this Lease Agreement shall continue in full force and LESSEE shall have the right to continue its use and occupancy of the Property in accordance with the provisions of this Lease Agreement as long as LESSEE is not in default of this Lease Agreement beyond applicable notice and cure periods. LESSEE shall execute in a timely manner whatever instruments may reasonably be required to evidence the provisions of this paragraph. In the event the Property is encumbered by a deed to secure debt or mortgage on the date of the exercise of the Option, LESSOR, no later than ten (10) days after the Option has been exercised, shall obtain and furnish to LESSEE a non-disturbance agreement in recordable form from the holder of each deed to secure debt or mortgage.

21. Title Insurance. LESSEE, at LESSEE's option, may obtain title insurance on the Property. LESSOR, at LESSOR's expense, shall cooperate with LESSEE's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide requested documentation within thirty (30) days of LESSEE's request, or fails to provide any non-disturbance agreement required in the preceding paragraph of this Lease Agreement, LESSEE, at LESSEE's option, may withhold and accrue the monthly rental until such time as all such documentation is received by LESSEE.

22. Opportunity to Cure. If LESSEE shall fail to pay any rental or other amounts payable under this Lease Agreement when due, or if LESSEE should fail to perform any other of the covenants, terms or conditions of this Lease Agreement, prior to exercising any rights or remedies against LESSEE on account thereof, LESSOR shall first provide LESSEE with written notice of the failure and provide LESSEE with a thirty (30) day period to cure such failure (if the failure to pay rental or any other sum of money under this Lease Agreement) or a sixty (60) day period to cure such failure (if the failure is a failure to perform any other covenant, term or condition of this Lease Agreement). If the failure is not a failure to pay rental or any other sum of money hereunder but is not capable of being cured within a sixty (60) day period, LESSEE shall be afforded a reasonable period of time to cure the failure provided that LESSEE promptly commences curing the failure after the notice and prosecutes the cure to completion with due diligence. If the LESSEE fails to cure the failure within a reasonable time period, all payments

due for the remaining existing term or extension thereof shall become due and payable immediately as liquidated damages for default.

23. Governing Law. This Lease Agreement shall be governed and interpreted by and construed in accordance with, the laws of the State in which the Property is located.

24. Binding Effect. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of LESSOR and LESSEE and shall constitute covenants running with the land.

25. Miscellaneous. This Lease Agreement cannot be modified except by a written modification executed by LESSOR and LESSEE in the same manner as this Lease Agreement is executed. The headings, captions and numbers in this Lease Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease Agreement. Wherever appropriate in this Lease Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE; and no verbal or oral agreements, promise statements, assertions or representations by LESSOR or LESSEE or any employees, agents, contractors or other representations of either, shall be binding upon LESSOR or LESSEE. This Lease Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute the same agreement.

26. Survival. The provisions hereof, which by their nature are continuing, shall continue to bind the parties beyond any termination hereof.

27. Disclaimer of Warranties/Assumption of Risk. LESSEE acknowledges that it is entirely responsible for determining the suitability of the Land for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to the suitability of the Land, assumes all risks related to the Land's current and future suitability, and disclaims any duty on the part of LESSOR, or LESSOR's agents or employees, to inform LESSEE of facts relevant to the suitability of the Land. In the event that the Land is, or at any time becomes unsuitable for LESSEE's purposes, LESSEE's sole remedy is to discontinue habitation on the Property and cancel this Lease Agreement.

28. Severability. If any provision of this Lease Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Lease Agreement shall remain in full force and effect.

29. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Lease Agreement are for convenience purposes only and shall not be used to interpret or construe the provisions of this Lease Agreement. The terms "Contract" and "Lease Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment," "Exhibit," and "Addendum" have the same meaning and may be used interchangeably throughout this document.

30. Entire Agreement. This Lease Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Lease Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Lease Agreement shall not be modified except by a writing subscribed to by all the Parties.

31. Iran Divestment Act of 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that the persons or the assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled “Iran Divestment Act,” each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

(The remainder of this page is intentionally left blank.
This Lease Agreement continues on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

Welfare Reform Liaison Project

ATTEST:

Member/Manager

Witness

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists

EXHIBIT A
Description of Property

Guilford County, NC



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 96 feet
1/31/2017