

GUILFORD COUNTY CONTRACT 90007141

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease"), made and entered into as of the last date set forth in the notary acknowledgements below by and between **GUILFORD COUNTY**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA** through the North Carolina Department of Agriculture & Consumer Services hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999 and December 7th, 1999, and October 6, 2020

WHEREAS, the Department of Administration has delegated to the Department of Agriculture the authority to execute this lease agreement by a memorandum dated the 26th day of March 1982; and as amended on the 26th day of December 2016: and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space at the Agricultural Extension Center, Greensboro, County of Guilford, North Carolina, more particularly described as follows:

Being approximately 427 net square feet of office space offices #101A and #101B, located at 3309 Burlington Road, Greensboro, North Carolina 27405.

Department of Agriculture and Consumer Services
(NC Forest Service)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **Three (3) years**, commencing on the **1st day of May 2025** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th day of April 2028**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the beginning sum of \$ 3, 736.25 Dollars per annum, which sum shall be paid in monthly installments of \$311. 35. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date. Lessor shall send monthly invoices to the NC Forest Service Incident Business Manager, 1616 Mail Service Center, Raleigh, NC 27699-1600.

Rental Rates

Year 1 (May 1, 2025 - April 30 th 2026)	\$3,736.25 annually- 311.35 monthly
Year 2 (May 1, 2026 - April 30 th 2027)	\$4,056.50 annually- 338.05 monthly
Year 3 (May 1, 2027 - April 30 th 2028)	\$4,270.00 annually- 355.83 monthly

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.
 - a. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities. Investigate and correct, upon confirmation, all leaks to roof, pipes, ceilings and walls. Replace and repair all panels, carpeting, and woodwork damaged by such leaks;
 - b. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal including provisions for the handling of recyclable items such as aluminum cans, cardboard and paper.
 - c. Parking
 - d. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
 - e. Any fire or safety inspection fees, stormwater fees or land transfer tax/fees.
 - f. Daily janitorial service and supplies.
 - g. All utilities, (electric, gas, water/sewer) except telecommunications
 - h. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
 - i. Maintenance of lawns, sidewalks, paved areas (this includes snow and debris removal), disposal of trash and common areas are required.
 - j. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."
4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee

may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.
6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.
7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.
8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.
9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.
10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.
11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.
12. Any holdover after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.
14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor at **Guilford County Attn: Town Manager P.O. Box 3427, Greensboro, North Carolina 27402**

To the Lessee at **North Carolina Department of Agriculture & Consumer Services Attn: Real Property Agent, 1001 Mail Service Center, Raleigh, North Carolina 27699-1001.**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.
15. Lessee shall not assign this lease or sublet any part of the Leased Premises without the written consent of the Lessor.
16. Lessor agrees that the Lessee's decision to self-insure satisfies all insurance requirements of this lease applicable to the Lessee.
17. The State of North Carolina is an immune sovereign and is not ordinarily subject to suit. However, the State has enacted the North Carolina Tort Claims Act, pursuant to which the State may be liable for the torts of its officers and employees, within the terms of the Act. Accordingly, the Lessee will be primarily liable for any claims within the coverage of the Tort Claims Act.
18. Although Lessor is under no obligation to provide internet service to Lessee pursuant to this lease, if Lessor does make internet service available to Lessee, Lessee shall require its employees and agents who use said service to abide by Guilford County's internet use policies.
19. It is understood and agreed that Lessee shall have the right to remove from the Premises all items of personal property and other items used in connection with Lessee's operations on the Premises belonging to Lessee.
20. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

LESSEE:

STATE OF NORTH CAROLINA

By: _____

Andrew A. Meier
Director
NCDA&CS Property & Construction Division

STATE OF NORTH CAROLINA

COUNTY OF _____:

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Andrew A. Meier** personally came before me this day and acknowledged the due execution by him of the foregoing instrument as Director of Property and Construction Division for the North Carolina Department of Agriculture and Consumer Services, in accordance with the authority vested in him and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, 20__.

Notary Public

Printed Name: _____

My Commission expires _____

LESSOR:

GUILFORD COUNTY

ATTEST:

By: _____
Jason Jones_ Date
Assistant Guilford County Manager

By: _____
Robin B. Keller Date
Guilford County Clerk to Board

By: _____
Eric Hilton Date
Guilford County Department Director/Designee

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

I, J. J. Greeson, a Notary Public in and for the County of Guilford, and State aforesaid, do hereby certify that **Robin B, Keller**, Guilford County Clerk to Board, personally came before me this day and acknowledged the due execution of the foregoing instrument by **Jason Jones**, Assistant Guilford County Manager, on behalf of Guilford County Government, and for the purposes stated herein..

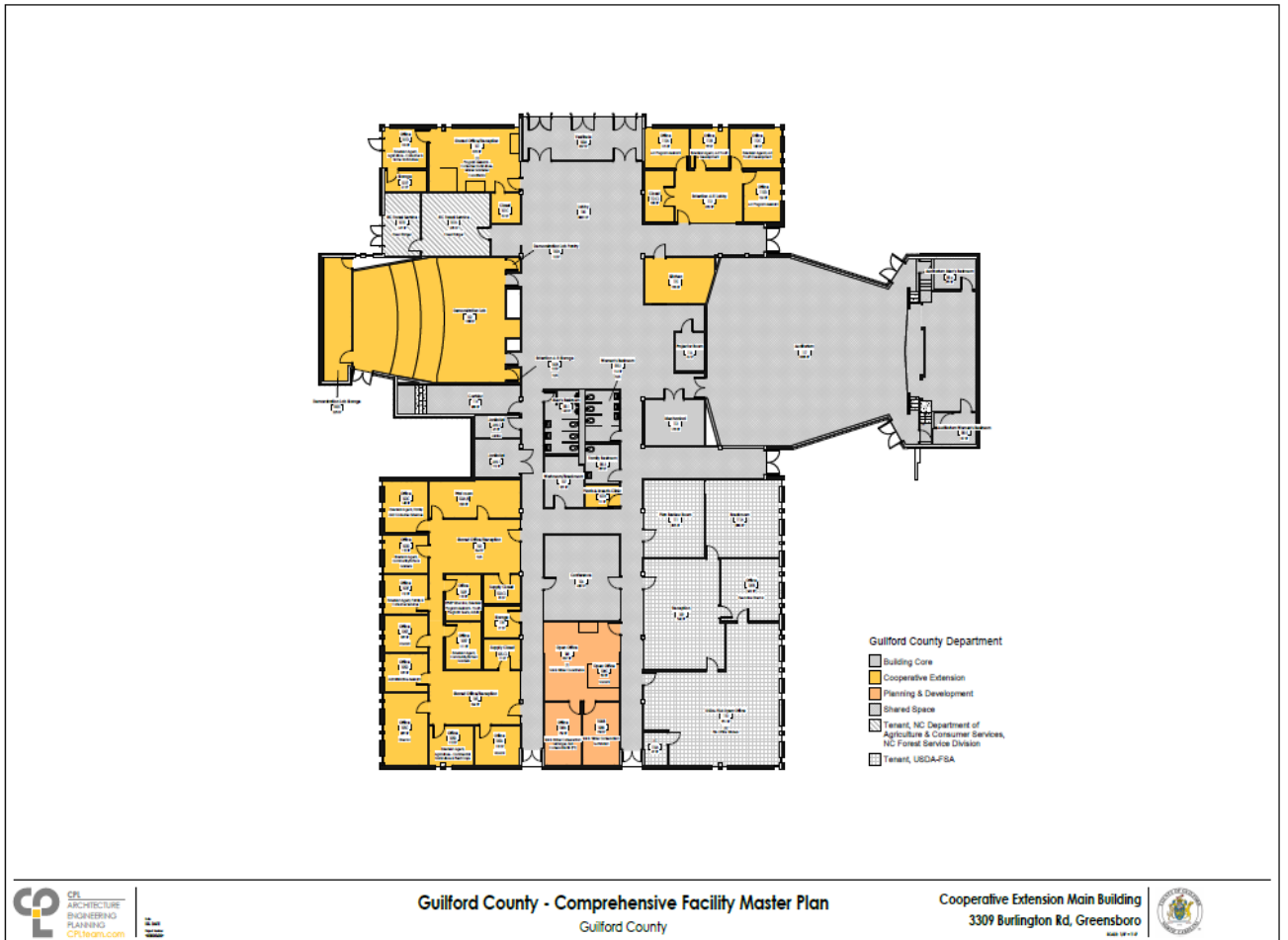
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20____.

Notary Public

Printed Name: _____

My Commission expires _____

ATTACHMENT A



THE STATE OF NORTH CAROLINA SHALL NOT BE RESPONSIBLE FOR ANY EXPENSES INCURRED BY THE PROPOSER IN THE PREPARATION OF THIS PROPOSAL. THE STATE RESERVES THE RIGHT TO REJECT ANY PROPOSAL FOR ANY REASON IT DEEMS WARRANTED. ALL RELEVANT FACTORS, TO INCLUDE MOVING EXPENSES, WILL BE EVALUATED AS PART OF THE SELECTION PROCESS.

ELECTRONIC responses ONLY will be accepted for this RFP.

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA - PO-28

1. NAME OF LESSOR: Guilford County		2. LESSOR'S Representative: Michael Halford	
INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: A. PROPRIETORSHIP B. PARTNERSHIP C. CORPORATION D. GOVERNMENTAL _XXX E. NON-PROFIT F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES G. OTHER: TAX I.D. #			
MAILING ADDRESS: 301 West Market Street		MAILING ADDRESS	
CITY: Greensboro	ZIP: NC 27401	CITY:	ZIP:
PHONE#: 336-641-6620	CELL#:	PHONE#:	CELL#:
E-MAIL: mhalford@guilfordcountync.gov		E-MAIL:	

3. SPACE LOCATION:(including building name, floors involved & suite or room numbers unless entire floor) Agricultural Extension Center #101A,101b 3309 Burlington rd. Greensboro, NC 27405

STREET ADDRESS 3309 Burlington Rd	CITY Greensboro	COUNTY Guilford	ZIP CODE 27405
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4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED 427	A. OFFICE 427	B. WAREHOUSE	C. OTHER LAND
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6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in Specifications (PO-27)

A. DESIRED PROPOSAL (See PO-27 Items VI and XII-A)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	427	3,736.25					-
WAREHOUSE							
OTHER							
TOTALS	427	3,736.25	XXXX	XXXX	xxx	xxx	XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State. (See explanation in PO-27 Item VI - Parking)

Comments:Lease amount to increase 2nd year to 4,056.50 and 3rd year 4,270.00

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL

B. OPTIONAL ALTERNATE PROPOSAL NO. 1 (See PO-27 ITEMS VI AND XII-B)

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE						
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces and () employee parking spaces

Comments:

7. LEASE TERM: _3 YEARS BEGINNING DATE: May 1 2025- April 30th 2028-

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

Lease will increase 2nd and 3rd year.

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?	YES _____	NO _____
Is the proposed building free of hazardous lead paint?	YES _____	NO _____

DEPARTMENT: NCDA	DIVISION: Forest Service
CITY: Greensboro	SQUARE FEET: AGENT:

CUT-OFF FOR RECEIVING PROPOSALS IS 4:00 PM DATE:

LESSOR:	
9. ADDITIONAL INFORMATION	
10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below	
11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?	
YES	NO
PARTIALLY	
EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:	
12. This proposal is made in compliance with the specifications furnished by <u>NCDA</u> I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until _____ I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.	
I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):	
<i>(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.</i>	
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this proposal, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.	
Jason Jones, Assistant Guilford County Manager	
Signature of Lessor	Date
ELECTRONIC DELIVERY INSTRUCTIONS	
To be considered this proposal must be submitted prior to 4:00 PM on the cutoff. No faxed, e-mailed or hand delivered proposals will be accepted. PHONE: (919)707-3167	
NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:	
1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the room side finish of fixed corridor and shaft walls, or the center of tenant separating partitions.	
2. Deduct from the Inside area the following:	
*a. Toilets and lounges	
*b. Entrance and elevator lobbies	
*c. Corridors	
d. Stairwells	
e. Elevators and escalator shafts	
f. Building equipment and service areas	
g. Stacks, shafts, and interior columns	
h. Other space not usable for State purposes	
*Deduct if space is not for exclusive use by the State. <u>Multiple State leases require a, b, and c to be deducted.</u> The State Property Office may make adjustments for areas deemed excessive for State use.	
DEPARTMENT NCDA	DIVISION: Forest Service
CITY: Greensboro	SQUARE FEET: AGENT:
DATE:	
FORM (PO-28)	(2021)