



Guilford County

CONTRACT AGREEMENT

| COUNTY (LESSEE) | LESSOR |
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| <p>Guilford County 301 West Market Street Greensboro, NC 27401</p> <p>Telephone No: 336-641-3852 Attention: Tiffany Johnson</p> <p>Contract No: 154 Parent Contract No: 0</p> | <p>SOUTHEAST VOLUNTEER FIRE DEPARTMENT INC 6012 Liberty Road Climax, NC 27233 Chris Sizemore 336-674-0920 336-674-1357 chief30@triadbiz.rr.com</p> <p>Attention: Chris Sizemore</p> |

HIGHLIGHT INFORMATION

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| <p>Contract Purpose: Lease of 6012 Liberty Road - Climax, NC</p> <p>Effective Date: July 1, 2017</p> <p>Contract Type: LEASE/RENTAL</p> <p>Contract Amount: 4,528.14</p> | <p>Expiration Date: June 30, 2018</p> <p>Contract Subtype:</p> <p>Event Number:</p> |
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CONTRACT LINES

| Line No | Line Distr No | Item Description | Acct Unit | Account | Base Cost | UOM | Amount |
|---------|---------------|------------------|-----------|---------|-------------|-----|------------|
| 1 | 1 | Lease Amount | 320410 | 53140^0 | \$4,528.140 | YR | \$4,528.14 |

THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “**COUNTY**” or “**LESSEE**,” and **SOUTHEAST VOLUNTEER FIRE DEPARTMENT INC**, hereinafter referred to as the “**LESSOR**,” 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 6012 Liberty Road, Climax, North Carolina (“**Property**”), consisting of a bay within the body of the Fire Department and a 130 square foot room within the fire department, consisting of 706 total square feet, and share in the maintenance and upholding of 544 square feet of space within the Fire Station, 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, housing, and maintenance of Paramedic Service purposes:

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.

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.

Rental Payment: The annual rental amount under this Lease Agreement shall be \$4,528.14, payable on the commencement date of this Lease Agreement and payable on the first day of each one-year term.

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 LESSEE:

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
Guilford County Director of Facilities and Property
301 West Market Street, 4th Floor
Greensboro, N.C. 27401

Notices to LESSOR:

Southeast Volunteer Fire Department, Inc.
6012 Liberty Road
Climax, NC 27233

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) days 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. There will be no refund of payments made if LESSEE terminates the contract.

Title: LESSOR warrants that LESSOR is seized of good and for 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.

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.

Utility Services: LESSEE will partake in a 100% reimbursement of utilities associated with the space that it occupies and a 50% reimbursement of the utilities associated with the space it cohabitates with the LESSOR on the property. This figure (\$2083.14) is figured into the amount of rent the LESSEE pays to the LESSOR under article 3.

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.

LESSEE Repairs: LESSEE shall maintain in good state of repair and in good operating condition its equipment, all on 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.

Lease of Property: LESSOR hereby leases to LESSEE the Property, which is included with the Fire Department located at 6012 Liberty Road, Climax, North Carolina (See Exhibit A).

Use: LESSEE shall use the Property for the purpose of housing a Service vehicle and staff at times appropriate for such maintenance, housing and cohabitation.

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.

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

Commercial General Liability

(Contractor to provide Certificate of Insurance and Endorsement)

The LESSOR does hereby agree to maintain 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 should include personal injury, premises and or operations, independent products and or completed operations.

Guilford County Named as an Additional Insured

Contractors Commercial General Liability shall name Guilford County Attn: Emergency Services, PO Box 3427 Greensboro, NC 27402 as an additional insured certificate holder. Contractor insurance shall be primary and non-contributory, and to include a Waiver of Subrogation of Guilford County. The above insurance limits are minimum requirements and do not constitute limits on Contractor's liability.

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.

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 Department's use of the property.

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 with the exception of normal firefighter operations.

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.

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.

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.

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.

Hazardous Substances: LESSOR shall hold LESSEE harmless from and indemnify LESSEE against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from the presence of hazardous substances on, under or around the Property or resulting from hazardous substances being generated, stored, disposed of or transported to, on under or around the Property as long as hazardous substances were not generated, stored, disposed of or transported to, on under or around the Property by LESSEE or its employees, agents or contractors. LESSEE shall hold LESSOR harmless from

and indemnify LESSOR against any damage, loss, expense, response costs or liability, including consultant fees and attorneys' fees, resulting from hazardous substances generated, stored, disposed of or transported to, on or under the Property as a result of LESSEE's use of the Property. For purposes of this Lease Agreement, hazardous substances shall mean (i) any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, (ii) any substance which is flammable, radioactive, corrosive or carcinogenic, (iii) any substance the presence of which on the Property causes or threatens to cause a nuisance or health hazard affecting human health, the environment, the property or property adjacent thereto, or (iv) any substance the presence of which on the property requires investigation or remediation under any Hazardous Substance Law, as the same may hereafter be amended. Hazardous Substance Law means the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Emergency Planning and Community Right to Know Act (SARA Title III) 42 U.S.C. §11001 et seq.; and any applicable state law or regulation.

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.

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

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.

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.

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

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.

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.

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" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

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.

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.

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
(COUNTY SEAL)

SOUTHEAST VOLUNTEER FIRE DEPARTMENT INC WITNESS:

MEMBER/MANAGER

WITNESS

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

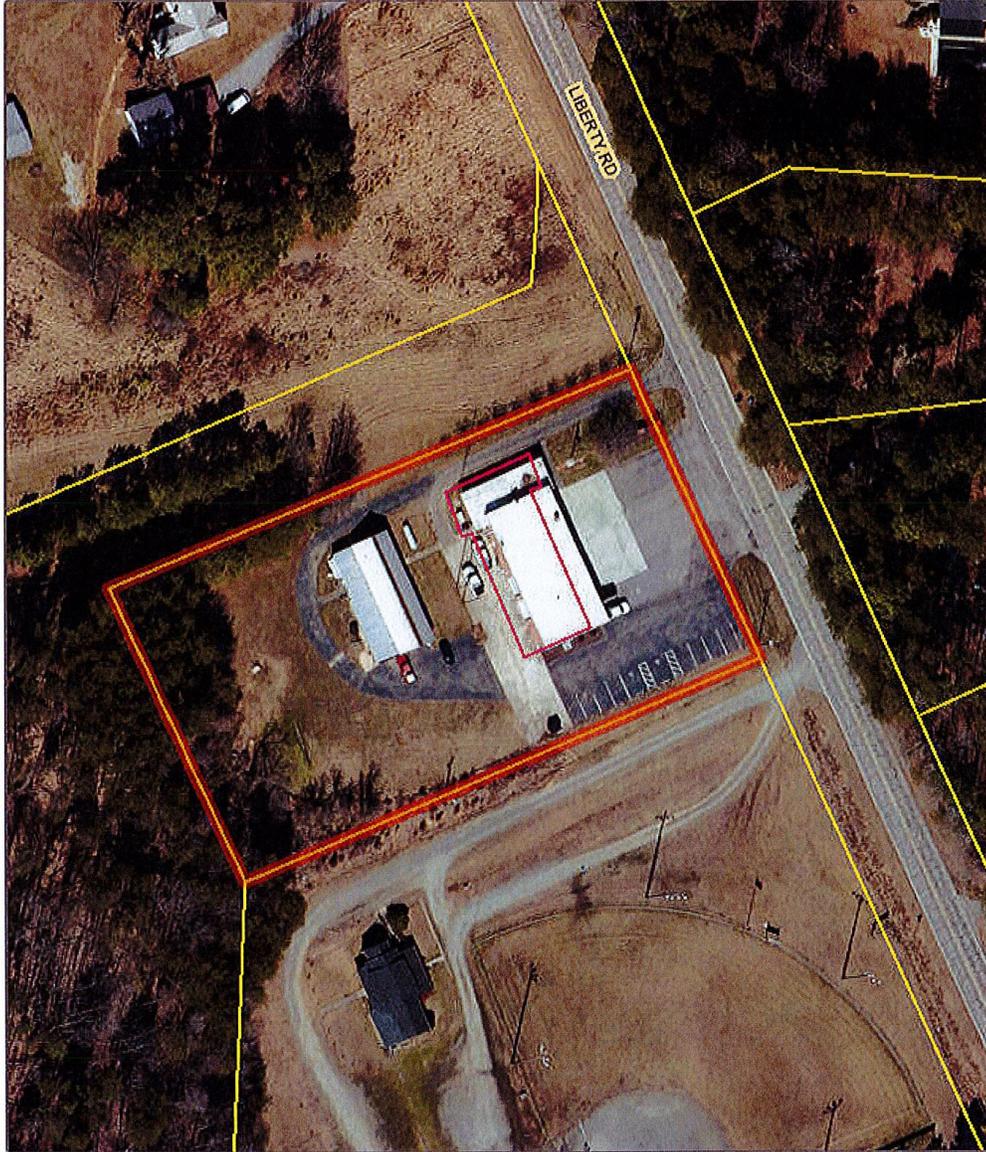
No Corporate Seal Exists

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director

Exhibit A

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 = 89 feet
10/24/2016