GUILFORD COUNTY CONTRACT NO. 90007101

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION

STATE OF NORTH CAROLINA

COUNTY OF **GUILFORD** **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the _____day of _____, 2025, by and between**, COUNTY OF GUILFORD,** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

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 7, 1999, and October 6, 2020 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 in the **City of High Point, County of Guilford,** North Carolina, more particularly described as follows:

Being approximately ± 11,250 net square feet of office space located at 211 S. Centennial Street; Guilford County; High Point, North Carolina and further described in the floor plan, Exhibit "A".

NC DEPARTMENT OFADULT CORRECTION, PROBATION AND PAROLE, DIVISION 3, DISTRICT 18

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 **1st day of March 2025**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **29th day of February 2028.**

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

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.

   B. Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.

C. Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.

D. All utilities except telecommunications.

E. Daily janitorial service and supplies.

F. Parking (as available).

G. If applicable elevator service.

H. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.

I. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.

J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).

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 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 are 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 untenantable in whole or in part, there shall be an apportionment of the rent until the damage

has been repaired. During such a 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 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is 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 hold over 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 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:
Guilford County
301 West Market Street
Greensboro, North Carolina 27401
w/copy to: N/A

To the Lessee:
NC Department of Adult Correction (DAC), Purchasing Office
3512 Bush Street (MSC 5227)
Raleigh, North Carolina 28609-5227

with a copy to:
State Property Office
Attn: Leasing Manager and Space Planning Section
1321 Mail Service Center

Raleigh, North Carolina 27699-1321

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. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. 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.

The rest of this page is intentionally left blank.

LESSEE:

STATE OF NORTH CAROLINA

By: _____(SEAL)
Joanne Rowland, Director
DAC Purchasing Office

STATE OF NORTH CAROLINA
COUNTY OF WAKE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by s/he of the foregoing instrument as Director of Purchasing Office of the Department of Adult Correction of the State of North Carolina, for the purposes therein expressed.

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

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR:

GUILFORD COUNTY

By:_____
Jason Jones Date
Assistant Guilford County Manager

ATTEST:

GUILFORD COUNTY

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

(SEAL)

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

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in the County of _____, and State aforesaid, do hereby certify that **Jason Jones** personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the limited liability company and for the purposes stated herein.

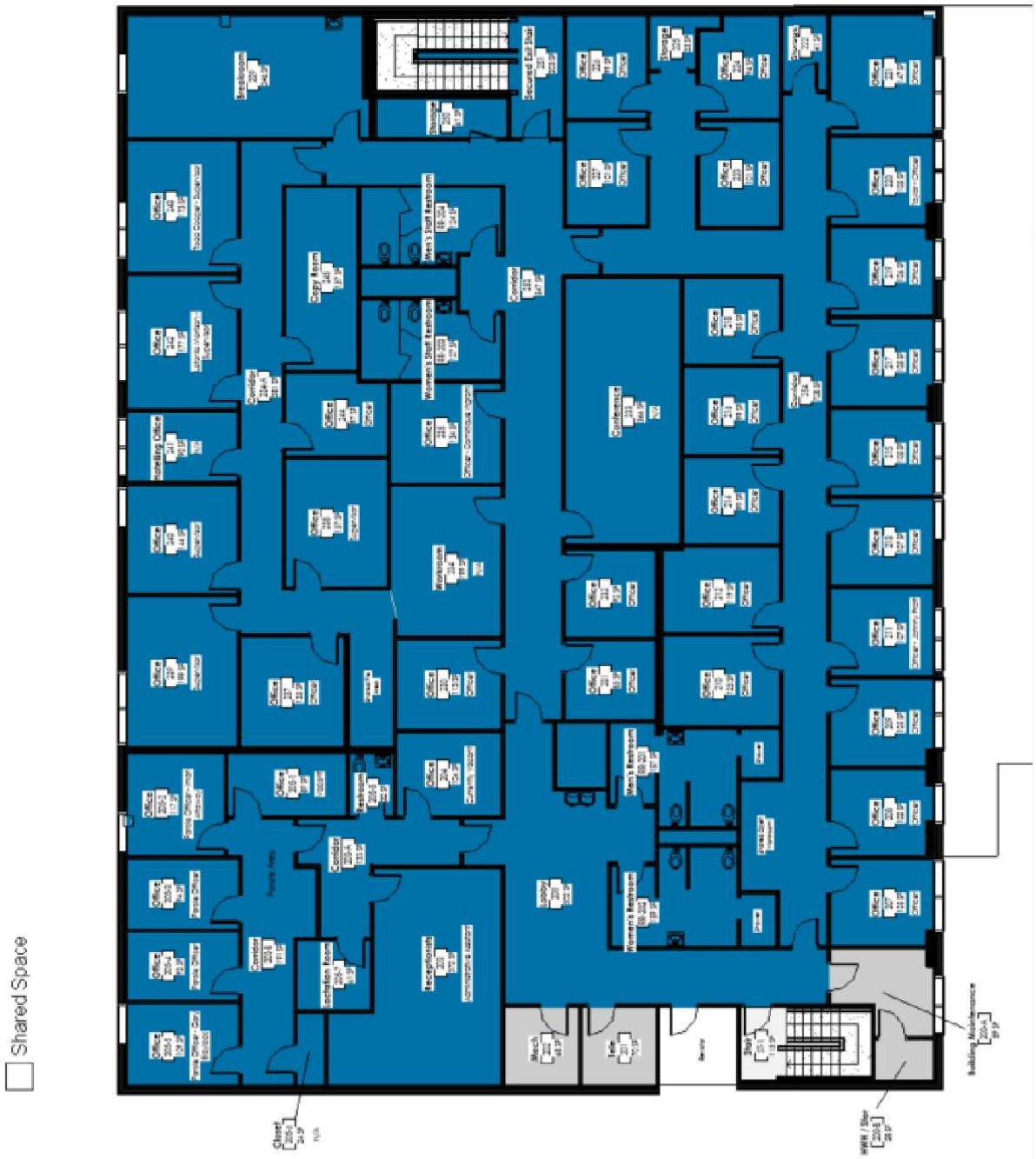
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____day of _____, **2025**.

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

Exhibit A



± _11,250__net square feet

Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.

2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.

3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

4. Telecommunication room temperature should be within a range of 65˚ to a maximum of 75˚. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.

5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.

7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by Correction Enterprises*).

8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.

11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.

12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.

13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.

14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

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.

NON-ADVERTISED LEASE PROPOSAL.

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

1. NAME OF LESSOR: Guilford County	2. LESSOR'S AGENT:

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ___A. PROPRIETORSHIP _____B. PARTNERSHIP ____C. CORPORATION _____D. GOVERNMENTAL ____E. NON-PROFIT ____F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ____G. OTHER:

TAX I.D. #

MAILING ADDRESS: 301 W. Market Street	MAILING ADDRESS
CITY: Greensboro ZIP: 27401	CITY: ZIP:
PHONE#: (336) 641-3383 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)

MAINTENANCE CONTACT / PHONE#/:

STREET ADDRESS	CITY	COUNTY	ZIP CODE
211 S. Centennial Street	High Point	Guilford	27401

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED)

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED	A. OFFICE	B. WAREHOUSE	C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR. SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE		$1.00		YES	YES	YES	__clientele (as available)
WAREHOUSE							__state car
OTHER							
TOTALS	11,250	$1.00	XXXX	XXXX			XXXX

Lessor will provide (___) employee parking spaces in above proposal at no additional charge to the State.

Comments: (*upfit if applicable – continuation on separate blank page)*

Refresh paint, repair any holes in walls, parking or sidewalks; replace HVAC air filters; wash interior/exterior windows; repair and/or replace soiled carpet, flooring, toilet seats etc. etc. if applicable.

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDINING 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	N/A					
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide (___) clientele parking spaces, (____) employee parking spaces and (____) state vehicle parking spaces

Comments:

7. LEASE TERM: _____ YEARS ___3___ BEGINNING DATE: _March 1, 2025_____

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

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: Adult Correction	DIVISION: 3
CITY:	SQUARE FEET:_____ AGENT:_____
DATE:	

LESSOR:

9. ADDITIONAL INFORMATION (*list any maintenance, replacements and/or paint touch-up if applicable - continuation on separate blank page)*

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 _____*Guilford County*_____ 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):

(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.

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

NON-ADVERTISED PROPOSAL:

Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270

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 roomside 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. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: Adult Correction	DIVISION: 3	
CITY:	SQUARE FEET:	AGENT:
DATE:		