#### **GUILFORD COUNTY CONTRACT NO. 36428-07/15-085**

Amendment #2
LEASE AGREEMENT

## STATE OF NORTH CAROLINA GUILFORD COUNTY

#### **Lease Extension**

This **Extension** made and entered into the 30th day of June, 2017, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as "**LESSOR**"; and CITY OF GREENSBORO, a municipal corporation of Guilford County, North Carolina, hereinafter referred to as the "**LESSEE**". **The property is located at the southwest intersection of Summit Avenue and Dewey Street and commonly known as Sternberger Park.** 

#### **WITNESSETH**

The **LESSOR** and **LESSEE** have an existing lease specifying services, terms and conditions under which the **LESSEE** provides specified services to the **LESSOR**; and, said lease, dated the 1<sup>st</sup> day July, 2015, was officially signed by both parties; and the lease term was to expire on June 30<sup>th</sup>, 2017. With this Amendment, the following Lease provisions are added to the existing Lease:

There will be a 1.5% late charge applied to monthly payments made after the 10th of each month.

The **LESSOR** desires to continue this lease term for an additional period of one (1) year, with the option for five (5) one (1) year renewals, and the **LESSEE** accepts this extension and optional renewal(s), of the lease under the current terms.

In consideration of the continued services offered by the **LESSEE** and agreed to by the **LESSOR**, both have agreed to extend the **TERM** of the original lease dated the 1st day of July, 2015. The current term will expire on June 30<sup>th</sup>, 2018. "All other rights, terms, and considerations currently contained in this lease remain in effect."

All other provisions of the initial Contract, as amendment, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual Agreement by both Parties, or terminated as provided herein.

**IN WITNESS WHEREOF**, the parties hereto have executed or caused to be executed by both parties this amendment in three (3) copies, each of which shall be deemed to be an original, on the day and year first above written.

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

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IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed, all pursuant to authority duly granted, as of the day and year first above written.

ATTEST:	CITY OF GREENSBORC
Greensboro City Clerk	Jim Westmoreland Greensboro City Manager
(CITY SEAL)	, ,
Recommended by:	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
Greensboro City Parks and Recreation Director	
	Greensboro City Finance Officer
Approved as to Form:	
Assistant City Attorney	

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# Amendment #2 LEASE AGREEMENT

ATTEST:	GUILFORD COUNTY	
Guilford County Clerk	Marty K. Lawing, Guilford County Manager	
(COUNTY SEAL)		
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.		
Guilford County Finance Director	-	