

GUILFORD COUNTY CONTRACT NO. _____
BROTHERS EXCELLING WITH SELF-SUFFICIENCY TO THRIVE

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

GREENHOUSE LEASE AT:

**7315 Howerton Road
Elon, North Carolina**

THIS LEASE AGREEMENT is hereby made, entered into, and effective as of this 1st day of October, 2017, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "**LESSOR**" and **BROTHERS EXCELLING WITH SELF-SUFFICIENCY TO THRIVE**, hereinafter referred to as "**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 the existing Greenhouse Property located at 7315 Howerton Road, Elon, North Carolina, and as may be shown on **Exhibit A**, which is attached hereto, being .06 acres more or less, 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 purposes of growing Greenhouse plants:

1. Property Description.

The LESSOR hereby leases to the LESSEE, and the LESSEE hereby leases from the LESSOR, the following described Property to be used for Greenhouse and related purposes:

The Greenhouse Property is located at 7315 Howerton Road, Elon, North Carolina and is roughly 4 acres total in size, with 5 houses which are approximately 28' x 96'. The LESSEE will Lease and occupy Greenhouse #2, being situated on .06 acres, more or less, as shown on **Exhibit A**. Greenhouse #2 is in excellent, very well equipped condition. Additional Property description, if any, shall be included on an **Exhibit A**, which will be attached hereto and incorporated herein by reference.

2. Utilities. The LESSOR agrees to provide the following equipment or Facilities: power, water, stocking & growing equipment, including but not limited to, racks, docks, etc. (The LESSEE is responsible for all utility costs associated with this Lease, including the Propane Gas bill and agrees to fill the Propane Gas Tank upon completion of the Lease.)

3. Operation. LESSEE agrees that the leased Property will only be used for Greenhouse and related purposes. LESSEE will be responsible for all costs associated with day to day operations, including but not limited to, personnel, utility costs, all growing & planting materials and any labor and additional equipment needed. LESSEE agrees that the Property will not be used for any illegal activities.

3. Use and Care of Premises. The LESSEE agrees to maintain and keep the Property in reasonable repair and condition at the LESSEE's expense. The LESSEE may provide unskilled labor and equipment necessary in making minor repairs and improvements to maintain the Property during the Lease period, normal wear and depreciation expected. The LESSOR is not responsible for fencing, irrigation or other improvements to the Property. There shall be no dumping of trash, debris, limbs, stumps or other waste material on the Property. There shall be no fences or structures permanent in nature erected within the Lease area without express permission from the LESSOR. LESSEE is expected to implement all best management practices to carry out practices consistent with sustainable

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principles and optimize growth of crops. LESSEE is expected to coordinate with all other adjacent property Lessees within the GUILFORD COUNTY farm to collaboratively help raise produce yield and value of the land. All Labor or Annual Maintenance Responsibilities of LESSEE, are hereby listed in this Agreement.

4. Contract Term. The term of this Lease shall be for twelve (12) months, beginning on October 1, 2017, and ending on September 30, 2018.

5. Rental Payment. The rental amount under this Lease shall be \$1200.00 annually. The monthly rental payments of \$100.00 each shall be paid to LESSOR (GUILFORD COUNTY) by LESSEE. **Said payment is to be Due and Paid by the 1st business day of each month. If LESSOR does not receive the full monthly payment within 5 business days after it has become due, the LESSEE agrees to pay LESSOR, as additional rent, a late charge equal to 1.5% of the overdue payment.**

6. 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, NC 27401

with a copy to:

Attention: Robert McNiece
Guilford County Facilities Director
GUILFORD COUNTY PROPERTY
MANAGEMENT AND FACILITIES DEPT.
301 West Market Street, 4th Floor
Greensboro, NC 27401

Notices to LESSEE:

Attention: Voulynn B. Small
Executive Director/Founder
BROTHERS EXCELLING WITH SELF-
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PO Box 16467
Greensboro, NC 27416

7. Termination. This Lease may be canceled by LESSEE upon thirty (30) days written notice to LESSOR. Should LESSEE terminate this Lease early, advance rental payments paid by LESSEE to LESSOR for the terminated Lease period, if any, shall be forfeited by LESSEE.

The LESSOR may cancel this Lease during the initial term upon thirty (30) days written notice to LESSEE if the terms of this Lease are breached. Breach of this Lease Agreement shall exist for reasons of (a) non-payment of rental fee or more than thirty (30) days late payment of rental fee by

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LESSEE, (b) use of the premises for purposes other than Agricultural Purposes consistent with a bona fide farm by LESSEE, and/or (c) LESSEE not maintaining the Property as described herein. Should any of these events occur, the LESSOR may proceed to terminate this Lease as provided herein.

The LESSOR may cancel this Lease for any reason upon thirty (30) days written notice to LESSEE. Should LESSOR terminate this Lease early, any advance rental payments which have been paid by LESSEE to LESSOR for the terminated Lease period, if any, shall be refunded to LESSEE by LESSOR within thirty (30) days of date of termination of this Lease Agreement.

8. Surrender. Upon the expiration of or termination of this Lease, LESSEE shall peacefully and quietly leave and surrender the premises in good order and repair to LESSOR, and in the same condition as when delivered to the LESSEE. LESSEE shall retain the ownership of and has the right to remove prior to surrender of the premises all movable equipment, and supplies placed in or on the premises by LESSEE, provided LESSEE repairs any damage to the Property resulting from such removal.

9. Care of Premises. The LESSEE agrees to maintain and keep the Property and its dirt roads in reasonable repair and condition at the LESSEE's expense. The LESSOR is not responsible for fencing, irrigation or other improvements to the Property. There shall be no dumping of trash, debris, limbs, stumps or other waste material on the Property. There shall be no fences or structures permanent in nature erected within the Lease area without express permission from the LESSOR. LESSEE is expected to implement all best management farming practices to capitalize the value of the land. LESSEE is expected to coordinate with all other adjacent property Lessees within the GUILFORD COUNTY farm to collaboratively help raise produce yield and value of the land. All maintenance responsibilities of LESSEE are listed within this Agreement.

10. Removable Improvements. In order for the LESSEE to make minor improvements of a temporary or removable nature which do not mar the condition or appearance of the Property at the LESSEE'S expense, the LESSEE must obtain prior approval of LESSOR. LESSOR agrees to let the LESSEE remove such improvements, provided the LESSEE leaves the Property from which such improvements are removed in good condition. LESSEE is strictly forbidden to add any electrical wiring, plumbing, or heating to any building without the prior written consent of the LESSOR.

11. 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 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.

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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.

12. Loss Replacement. The LESSOR agrees to replace or repair as promptly as possible any building or equipment leased by LESSEE for the LESSOR that may be destroyed or damaged by fire, flood, or other cause beyond the Parties' control or to make rental adjustments in lieu of replacement or repair.

13. Water. The LESSOR agrees to furnish an adequate supply of clean water and to make any necessary repairs to wells, pumps, injectors, and water systems.

14. Lawful Land Use and Responsibilities. The leased Property shall be used strictly for purposes of Greenhouse growing. LESSEE's use of the Property shall not interfere with LESSOR's intended uses for open space or public trails. Uses prohibited by law on GUILFORD COUNTY Open Space Property shall not be allowed, including but not limited to, uses such as hunting, off-road vehicle use ("4-wheeling"), cutting of timber, and consumption of alcoholic beverages.

15. Environmental Laws. The LESSOR agrees to comply at all times with federal, state and local rules, regulations, statutes, ordinances and directives that may now or hereafter be applicable to the leased premises and that are related to hazardous or toxic materials, pollution control, and environmental matters which include, but may not be limited to **(a)** any laws and regulations governing water use, groundwater, wetlands and watersheds associated with the leased premises; **(b)** any pesticides, fertilizer, or chemical record-keeping and reporting laws and regulations; **(c)** any pesticide, fertilizer, or chemical applicator licensing laws and regulations; and, **(d)** the Worker Protection Standard for Agricultural Pesticides. The OPERATOR further agrees to be in strict compliance with all manufacturers' label instructions, use requirements and precautionary statements and warnings. OPERATOR will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the leased premises and the environment, and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers on the premises.

16. LESSOR's Duties. Except as expressly stated herein, LESSOR and its agents or employees shall have no other duties to LESSEE under this Agreement or otherwise related to LESSEE's use of the Land.

17. Sublet, Assignment, Assumption. This Lease cannot be sublet, assigned or assumed without LESSOR's written approval.

If LESSEE should undergo merger, acquisition, bankruptcy or any change in its ownership or name for any reason, LESSEE must notify LESSOR in writing of these changes and provide LESSOR

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with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, LESSEE will submit the name and address of the assuming entity's registered agent for service of process and/or all notices required under this Lease Agreement.

18. Transfer of Property. If the LESSOR should sell or otherwise transfer title to the Property, they shall do so subject to the provisions of this Lease.

19. Binding on Heirs. The provisions of this Lease shall be binding upon the heirs, executors, administrators and successors of both LESSOR and LESSEE in like manner as upon the original Parties, except as otherwise provided by mutual written Agreement.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement and no intended beneficiaries other than those identified herein.

21. Independent Contractor/Indemnification. LESSEE shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the LESSOR or any of their agents or employees and LESSEE, or any of their agents or employees. LESSEE is an independent contractor and not an employee, agent, joint venture or partner of the LESSOR. LESSEE agrees to make no representations to the contrary. This Lease is entered into upon the express condition that the LESSEE shall indemnify LESSOR and hold LESSOR harmless from all liabilities, claims, expenses for damages or loss by LESSEE.

22. Right of Entry. While this Agreement is in effect, both Parties and their authorized agents and employees shall have the right to access the Farmland for legitimate purposes. The LESSOR and its representatives and/or agents may enter said premises at any reasonable time for the purpose of inspecting the land relating to the performance of maintenance activities on the Property and to ensure compliance with the Lease.

23. Access. All Property leased will be granted sufficient access through all visible roads. These roads are expected to be shared freely with adjoining lessees and all efforts to collaborate with and maintain roads and property should be pursued.

24. Amendments. All modifications or alterations to this Lease shall be made by written Amendment to this Lease which shall be signed by both the LESSEE and LESSOR.

25. Disclaimer of Warranties/Assumption of Risk. LESSEE acknowledges that it is entirely responsible for determining the suitability of the Greenhouse Property for its purposes, has had sufficient opportunity to do so, relies only on its own observations and conclusions as to the suitability of the Greenhouse Property, assumes all risks related to the Greenhouse Property'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 Greenhouse Property. LESSEE's sole remedy in the event that the Greenhouse Property is, or at any time becomes, unsuitable for its purposes is to cancel this Lease. **GUILFORD COUNTY (LESSOR) DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

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

27. 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 Agreement. The terms "Contract" and "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.

28. Entire Agreement. This Lease Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire 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.

29. Jurisdiction. The Parties agree that this Lease Agreement is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

30. 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.

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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:

GUILFORD COUNTY

Guilford County Clerk to Board

Marty K. Lawing, Guilford County Manager

(COUNTY SEAL)

ATTEST:

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Corporate Secretary

Voulynn B. Small, Executive Director

(CORPORATE SEAL)

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

Guilford County Finance Director

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STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

EXHIBIT A
AFFIDAVIT REGARDING E-VERIFY

I, _____ (the individual attesting below), being duly authorized by and on behalf of **Guilford County Extension Master Gardener Volunteers** (the entity entering into the Agreement with Guilford County, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

- a. YES _____; or,
- b. NO _____

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 2016.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2016.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Exhibit A

Additional Property Description, Map or Plat



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 = 35
2/26/2016