

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made this ____ day of _____, 2021, by and between Main Street Properties of Chapel Hill LLC, a North Carolina limited liability company (“Lessor”) and the Town of Carrboro, a North Carolina municipal corporation, formed and existing under the laws of North Carolina (“Lessee”).

RECITALS:

Lessor is the owner of a parcel of land (the “Land”) known as the “Butler” property in Carrboro, North Carolina (having parcel number 9778968060), and further described on Exhibit “A,” attached hereto and made a part hereof (hereinafter the “Premises”). Lessee desires to lease the Premises from the Lessor and Lessor is willing to lease the Premises to Lessee.

WITNESSETH

NOW THEREFORE for good and valuable consideration further described herein, the receipt of which are hereby acknowledged, the Lessor and the Lessee agree to the following:

1. Lessor hereby leases the Premises identified on Exhibit A to Lessee for public parking for a term commencing on _____, 2021 and ending on _____, 2023, except that either party may terminate this Lease without further liability to the other upon providing written notice of such intent to terminate at least sixty (60) days prior to the date on which such termination is to be effective.

2. Rent during the term shall be \$10 per month plus the actual amount of property taxes and related fees and charges assessed against the Premises, payable annually each December as shown on an invoice for that calendar year to be generated by Lessor and delivered to the Lessee at the address contained herein or emailed by Lessor to the Lessee’s email address stated herein. The rent payment shall be prorated accordingly if the lease term incorporates less than a full year. Lessee shall use the Premises to provide parking for customers and/or employees of downtown Carrboro businesses. Lessor shall not be required to make any improvements to the Premises prior to or after the commencement of the Lease and Lessee shall maintain the Premises in the same condition as received (and all expenses of maintaining the Premises as such and for Lessee’s permitted use shall be the responsibility of Lessee), and upon the expiration or earlier termination hereof, Lessee shall return the Premises in the same condition as received, ordinary wear and tear and damage by casualty or condemnation excepted.

3. Lessee acknowledges and agrees that the Premises is in the North Carolina Brownfields Program, and Lessee agrees not to undertake any land disturbing activities without first securing the approval of Lessor. Lessee agrees to comply with all applicable laws, rules and regulations governing the Premises and the use thereof.

4. Lessee shall at all times during the Term carry commercial general liability insurance (or shall self-insure) covering Lessee's activities on the Premises insuring against liability for personal injury, bodily injury, including death and property damage for a minimum of \$1,000,000.00 per occurrence. Lessee shall forward to Lessor a certificate evidencing such insurance (or self insurance) and such insurance shall not be cancelled or materially changed in the scope or amount of coverage unless fifteen (15) days' advance written notice has been given to Lessor.

5. Except for damage or injury due to Lessor's negligence or wrongful conduct, Lessee hereby releases Lessor and holds Lessor harmless from any liability for damage to Lessee's property or injury to Lessee's licensees, agents, contractors, invitees, employees or any other person using the Premises with the express or implied permission of Lessee.

6. Any notice required by this Lease shall be sent by certified mail, return receipt requested, with sufficient postage attached or by a nationally recognized overnight courier to the following addresses:

Lessor: Main Street Properties of Chapel Hill, LLC
370 East Main Street, Suite 200
Carrboro, NC 27510
Attn: Laura Van Sant and Kevin Benedict
laura@eastmainsquare.com
kwbenedict@gmail.com

Lessee: Town of Carrboro

7. If any Lease provision is invalid or unenforceable to any extent, then that provision shall become void and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

8. Lessor covenants that upon paying the rent and performing the covenants to be performed by Lessee, Lessee shall peaceably and quietly have, hold and enjoy the Premises for the Term, including any renewal or extension periods. Lessee shall at all times comply with all applicable laws, regulations or other directive or decisions of any lawful authority, and with the reasonable rules and regulations that may be issued by Lessor from time to time.

9. In consideration of the signing of this Lease, the parties hereto for themselves, their agents, officials, employees and servants agree not to discriminate in any manner on the basis of

race, color, creed, national origin, gender, age, handicap, or sexual orientation with reference to this subject matter of this contract, no matter how remote.

10. Lessee shall be responsible for all landscape and other maintenance of the Premises during the Term.

11. This Lease shall be governed by the laws of the State of North Carolina, without regard for choice of law rules. Venue for any action associated with this Lease shall be in the Superior Court of Orange County, North Carolina, or the United States District Court for the Eastern District of North Carolina.

IN WITNESS WHEREOF, the parties have caused the due execution of this lease on the date and year first above written.

LESSOR: MAIN STREET PROPERTIES OF CHAPEL HILL, LLC

BY: _____
Sherman Richardson
Manager

LESSEE: TOWN OF CARRBORO

BY: _____
David Andrews
Town Manager