

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WAKE

THIS LEASE AGREEMENT (hereinafter "**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the "**Effective Date**"), by and between THE TOWN OF APEX (hereinafter "**Landlord**") a North Carolina municipal corporation with its principal address at PO Box 250 Apex, NC 27502, and APEX LIONS CLUB, INC. (hereinafter "**Tenant**"), a North Carolina non-profit corporation with its principal address at 309 Holleman Street (PO Box 633) Apex NC, 27502.

W I T N E S S E T H:

WHEREAS, Landlord is the owner of that certain parcel of land located at 451 W. Williams Street, known as Jaycee Park, which includes that certain facility located therein, known as the Apex Boy Scout Hut (the "**Leased Premises**"); and

WHEREAS, Tenant leased the Leased Premises for thirty (30) years from Landlord under an Offer of Lease and Acceptance dated March 21, 1995 (the "**Expired Lease**") which expired on March 21, 2025; and

WHEREAS, Tenant and Landlord wish to enter this Agreement to renew the term of their lease until May 1, 2035, and revise the terms of the relationship between Landlord and Tenant according to the terms established by this Agreement; and

WHEREAS, Tenant is a local non-profit corporation engaged in community service, including facilitating the local Boy Scout program, and Landlord is authorized and desires to provide youth enrichment, recreation, and education programs; and

WHEREAS, Landlord has by Resolution determined that the Leased Premises will not be needed for the Landlord's use for the term of this Agreement.

NOW, THEREFORE pursuant to North Carolina General Statutes § 160A-272, and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in the recitals shall have the meanings set forth therein.
2. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord the Leased Premises for the Tenants use as described herein.
3. **Term; Termination for Convenience.** The term of this Agreement shall be for a period that shall commence on the Effective Date set forth above and continue until May 1, 2035, the expiration date. Either party may terminate the Agreement at any time by giving the other party at least a one-year written notice.

4. **Tenant's Responsibilities.** Responsibilities of the Tenant are as follows:

- a. Tenant shall pay to Landlord as rent the sum of One Dollar and 00/100 (\$1.00) per year, payable in advance on the date of commencement of the Agreement and thereafter on or before the first day of each year during the term of the Agreement. All rent payable by Tenant shall be without previous demand, set off, or deduction. All money rent shall be paid to Landlord at the address to which notices to Landlord are given as set forth in the paragraph entitled "Notices" hereunder.
  - b. Tenant may sub-lease the Leased Premises to a Boy Scout troop with or without consideration and without consent of the Landlord.
  - c. Tenant shall make all arrangements for and pay for all utilities and services used by Tenant, including, without limitation, gas, electricity, water, sewer, and for all charges for initiation and maintenance of said services.
5. **Installation of Backflow Prevention Assembly.** Tenant shall install a backflow prevention assembly on the water service line for the Leased Premises. Tenant shall be responsible for acquiring the necessary permits to complete the installation.
6. **Tenant's Acceptance; Maintenance and Repair.** Upon occupancy of the Leased Premises, Tenant represents to the Landlord that it has examined and inspected the same, finds the leased premises to be as represented by the Landlord and satisfactory for Tenant's intended use and Tenant accepts the Leased Premises "as is." Tenant agrees to keep the Leased Premises in good order and repair and shall make any repairs to the Leased Premises necessary to keep it in such good order and repair, whether the repair is ordinary or extraordinary, structural or non-structural.
7. **Permitted Use.** Tenant shall use the Leased Premises for scout meetings and related activities. Tenant shall not use the Leased Premises in any manner that will constitute waste, nuisance, unreasonable annoyance to owners or occupants of adjacent properties or in any manner in violation of any law, regulation, or ordinance of any public authority.
8. **Destruction.** If during the term of this Agreement the Leased Premises are totally or partially destroyed from any cause, rendering the Leased Premises totally or substantially inaccessible or unusable, this Agreement shall terminate upon written notice to the other party.
9. **Insurance; Waiver of Subrogation.** Landlord shall maintain property damage insurance covering the Leased Premises through the N.C. League of Municipalities. Throughout the term of the lease, Tenant at its sole cost and expense shall keep for the mutual benefit of Landlord and Tenant (with appropriate cross-liability endorsements so showing) public liability and contents property damage insurance with combined single limited coverage of at least \$1.0 million, which policies insure against all liability of Tenant, Tenant's authorized representatives, and anyone for whom Tenant is responsible arising out of or in connection with Tenant's use of the Leased Premises. All such policies shall be non-accessible and shall contain language, to the extent obtainable, without payment of a premium over that chargeable without such language, that (a) any loss shall be payable

notwithstanding any act or negligence of Landlord or Tenant that might otherwise result in forfeiture of the insurance, (b) that the policies are primary and non-contributing with any insurance that Landlord may carry, and (c) that they cannot be cancelled or changed except after 10 days' notice to Landlord. Anything in this Agreement to the contrary notwithstanding, to the extent covered by insurance, Landlord releases and waives unto Tenant, its successors and assigns, and Tenant releases and waives unto its Landlord, its successors and assigns, all rights to claim damages for any injury, loss, cost, or damage to persons or to the Leased Premises which is occasioned by fire, explosion, accident, occurrence or condition in, on or about the Leased Premises or any other casualty, if, and only if, the amount of which injury, loss, cost or damage has been paid either to Landlord, Tenant, or other damaged person, firm, or corporation, under the terms of any existing, prior, extended coverage, public liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. All policies of insurance carried or maintained pursuant to this Agreement shall contain or be endorsed to contain a provision whereby the insurer waives all rights of subrogation against either Tenant or Landlord provided that such a provision shall be obtainable. If insurance policies with such waiver of subrogation provisions shall not be obtainable or shall be obtainable only at a premium over that chargeable without such waiver, the party seeking such policy shall pay such additional premium. If any provision relating to a waiver of subrogation contained herein shall contravene any present or future law with respect to exculpatory agreements, the liability of the party affected shall be deemed not released but shall be secondary to the other's insurer.

10. **Indemnity.** Tenant shall hold Landlord harmless from all liability arising out of any damage or injury to any person or property occurring in, on, or about the Leased Premises, except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or its authorized representatives. With respect to conditions or violations existing prior to the commencement of this Agreement, Landlord shall hold Tenant harmless in the event that Tenant incurs environmental liability related to the Leased Premises under an environmental law, rule, or regulation.
11. **Assignment and Subletting.** Tenant may not assign or encumber this Agreement and may not sublet any part or all of the Leased Premises without the prior written consent of Landlord, which shall be at Landlord's sole discretion, except for the use by one or more Boy Scout troops.
12. **Landlord's Remedies.** Landlord shall have the following remedies if Tenant commits a material default: (a) Landlord shall have the right to terminate this Agreement and Tenant's rights to possession of the Leased Premises and to reenter the Leased Premises upon giving 30 days' notice of default and such default is not remedied within 30 days of such notice, and (b) upon termination, Landlord shall have the right to pursue its remedies at law or in equity to recover of Tenant all amounts of rent then due or thereafter accruing and such other damages as are caused by Tenant's default.
13. **Quiet Enjoyment.** Provided Tenant performs all his covenants, agreements and obligations hereunder, Landlord will warrant and defend Tenant in the peaceful and quiet

enjoyment of the Leased Premises, but only against the lawful claims of all persons claiming by, through, or under Landlord.

14. **Property of Tenant.** All property placed on the Leased Premises by, at the direction of or with the consent of the Tenant, their agents, licensees or invitees, shall be at the risk of the Tenant or the owner thereof and Landlord shall not be liable for any loss of or damage to said property resulting from any cause whatsoever.
15. **Surrender of Leased Premises; Holdover.** Tenant will deliver up the Leased Premises at the end of the term or upon termination hereof, in good order and condition, reasonable wear and tear excepted. If, for any reason whatsoever, Tenant does not vacate the Leased Premises and holds over after the termination of this Agreement, such holding over shall not be deemed to be a renewal of this Agreement but shall be deemed to create a tenancy-at-sufferance and by such holding over Tenant shall be deemed to have agreed to be bound by all of the terms and conditions of this Agreement except those as to the term hereof.
16. **Waiver.** The waiver by a Landlord of any breach of any covenant or agreement herein contained shall not be a waiver of any other default concerning the same or any other covenant or agreement herein contained.
17. **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed to be given when sent by certified mail, return receipt requested, addressed: a) to Landlord at P.O. Box 250, Apex North Carolina 27502 and b) to Tenant at PO Box 633 309 Holleman Street Apex, North Carolina 27502. Either party hereto may from time to time, by notice as herein provided, designate a different address to which notices to it shall be sent.
18. **Applicable Law.** This Agreement shall be governed by the laws of the State of North Carolina.
19. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties; all prior agreements between the parties, whether oral or written, are merged herein and shall be of no force and effect. This Agreement cannot be changed, modified, or discharged other than by an agreement in writing, signed by both Landlord and Tenant.
20. **Binding Effect.** Each and all of the covenants, terms, provisions, and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, executors, administrators, legal representatives, successors, and assigns.
21. **Severability.** In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

22. **No Partnership.** This is a lease only. No partnership is created by the terms hereof.

23. **Miscellaneous.** Headings of paragraphs are for convenience only and shall not be considered in construing the meanings of the contents of such paragraph. The singular shall include the plural, and the masculine, feminine or neuter includes the other. Should Landlord institute any legal proceedings against Tenant for breach of any provision herein contained, and prevail in such action, Tenant shall in addition be liable for the costs and expenses of Landlord, including his reasonable attorneys' fees. This Agreement may not be recorded without Landlord's prior written consent, but either party agrees on request of the other to execute a memorandum hereof for recording purposes. Unless expressly provided in this Agreement that consent or approval may be made in a party's sole discretion, any consent or approval of a party required under this Agreement shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

LANDLORD: TOWN OF APEX

by: \_\_\_\_\_  
Randal E. Vosburg, Town  
Manager

ATTEST:

\_\_\_\_\_  
Allen Coleman, Town Clerk

TENANT: APEX LIONS CLUB, INC.

by: \_\_\_\_\_