

## **AMENDED LEASE AGREEMENT**

THIS LEASE AGREEMENT (the "Lease") is executed this 10<sup>th</sup> day of September, 2015, entered into by the Town of Robbins, a North Carolina municipal corporation (the "Lessor"), and the Northern Moore Family Resource Center, Inc., a North Carolina non-profit corporation (the "Lessee").

### **RECITALS**

WHEREAS, the Lessor owns the building that formerly housed the Robbins Fire Department and Robbins Rescue Squad, which is located at 141 S. Middleton Street, Robbins, NC 27325 (the "Premises");

WHEREAS, the Lessee is a non-profit organization seeking to provide high quality preschool education, which the parties acknowledge is a significant need for the Town of Robbins and northern Moore County;

WHEREAS, as part of its preschool education program, the Lessee intends to install new playground equipment at Tracy C. Brown Park, which is located at 110 South Rockingham Street, Robbins, NC 27325 (the "Park"); and

WHEREAS, on February 12<sup>th</sup>, 2015 the Lessor and Lessee entered into a Lease Agreement for the Premises (the "Original Lease"), and the parties now seek to amend Section 11, "Termination," of the Original Lease.

In consideration of the foregoing recitals and the mutual promises made herein, the parties agree as follows:

### **TERMS OF THE LEASE**

1. **Term:** The Lessor hereby leases the Premises in their entirety to the Lessee for ten (10) years from February 12<sup>th</sup>, 2015 (i.e. effective date of the Original Lease), except that the following areas shall remain under the control and possession of the Lessor: The two (2) garage bays located underneath the old Robbins Fire Department building.

2. **Rent:** The Lessee shall pay rent of One 00/100 Dollar (\$1.00) per year, which shall be due and payable on the anniversary of the effective date of this Lease.

3. **Security Deposit:** A security deposit is not required.

4. **Condition, Use and Upkeep of the Premises:**

A. The Premises are provided in "as-is" condition, and the Lessor makes no warranties as to the fitness of the Premises for any particular use.

B. During the term of this Lease, the Lessee shall use the Premises exclusively for the following activities:

i. Preschool educational programming;

- ii. Other educational programming, including but not limited to programming for adults;
- iii. Community enrichment, including but not limited to afterschool programming; and
- iv. All administrative, custodial and/or kitchen activities that are typically associated with the uses listed herein.

The use of the Premises for any other purpose must be approved in advance by the Robbins Board of Commissioners. The Premises may not be used for any unlawful purposes whatsoever.

- C. During the term of this Lease, the Lessee may renovate, remodel and/or upfit the Premises as it deems appropriate, provided that no structural work may be made without the prior written approval of the Robbins Town Manager (the "Manager"), and such approval shall not be unreasonably withheld. The Lessee shall pay for such work, including permitting fees.
- D. Any improvements made to the Premises shall become the property of the Lessor at the expiration or termination of this Lease.
- E. The Lessee shall be responsible for all repairs, maintenance and upkeep of the Premises during the term of this Lease. The Lessee shall obtain prior written approval for any repairs or maintenance estimated to cost more than One Thousand 00/100 Dollars (\$1,000.00), and such approval shall not be unreasonably withheld.
- F. The Lessor shall continue to have the right, but not obligation, to perform repair and maintenance on any part of the Premises, as the Lessor deems necessary and appropriate.
- G. The Lessee may not store any materials or equipment outside of the Premises without the prior written approval of the Manager.
- H. Except as provided in section 5, the Lessor is not responsible in any way for property owned by the Lessee located in or near the Premises.

**5. Playground Equipment:**

- A. The parties acknowledge that the Park is a public park owned and operated by the Town of Robbins. The Lessee shall have no right to exclude members of the public from the use of the Park at any time.
- B. The Lessee has represented to the Town that it intends to install new playground equipment in the Park, and the Lessor hereby authorizes the installation of said equipment. The Lessor shall coordinate the installation of the equipment with the Manager.
- C. The parties understand that some or all of the funds for the playground equipment is being provided by Kaboom!, Inc., a 501(c)(3) charitable organization

headquartered in Washington, D.C., and/or Dr. Pepper Snapple Group, Inc., a Delaware corporation.

- D. From the effective date of this Lease, the Lessor shall pay Lessee \$1 per year for the term of this Lease for the public use and enjoyment of the playground equipment.
- E. The Lessor shall be responsible for the maintenance and upkeep of the playground equipment, provided that Lessee's use of the equipment does not exceed ordinary wear and tear for such equipment.
- F. If at some point in the future it becomes feasible to donate the playground equipment to the Lessor, the Lessee shall make a good faith effort to do so.

6. **Access:** The Manager and the Lessee shall work together to ensure that both parties have at all times reasonable access to their respective portions of the Premises. Further, the Lessee shall provide the Manager and any other representative of the Lessor access to any part of the premises for the purposes of conducting an inspection or for maintenance or repairs. Should Lessee change the locks on any exterior door or install any security equipment on the Premises, the Lessee shall promptly provide the Manager a copy of the key(s) to the door(s) and any passcodes or other information necessary to disarm the security equipment.

7. **Hold Harmless:** The Lessee shall, indemnify, hold harmless and defend the Lessor, its agents, officers, and employees, from all suits and actions, including for litigation costs, damages, and attorneys' fees, brought against the Lessor as a result of loss, damage or injury to person or property by third parties, including but not limited to actions brought by students and visitors of the Lessee, that are a result of Lessee's use of the Premises or the Park, including the playground equipment therein.

8. **Waiver:** The Lessee, by and for itself and its agents, officers, and employees, hereby waives any and all right to any claim or cause of action whatsoever against the Lessor, its agents, officers, or employees, for matters arising from any loss, damage or injury to person or property suffered by the Lessee, its agents, officers, or employees, while on, in or around the Premises or Park during the term of this Lease. This waiver shall include, but is not limited to, injuries or damaged caused by use of the playground equipment in the Park.

9. **Insurance:**

- A. The Lessee agrees to maintain general liability and accident insurance for claims that may arise while occupying the Premises. The Lessee shall provide the Lessor with a copy of its current insurance certificates, which shall identify "The Town of Robbins" as an additional insured with respect to Lessee's use of the Premises. The Lessee shall provide the Lessor a copy of its insurance policy within ten (10) business days after the effective date of this Lease. In the event that any damages occur to the Premises that result from the act, omission or negligence of the Lessee, its, employees, officials, visitors or guests, neither Lessor nor its insurance carrier will be liable in any way for any claim(s) for damages.

B. The Lessor shall add Kaboom!, Inc., and/or Dr. Pepper Snapple Group, Inc. and/or such other affiliated entities as may be legally necessary to use the playground equipment described herein, as additional insureds to its insurance. The Lessor shall provide a copy of its insurance certificate to Lessee upon written request.

10. **Utilities:** The Lessee shall be responsible for all utilities, provided that the Manager is hereby authorized to pay a pro rata share of those utilities that are jointly used by the Lessor and the Lessee.

11. **Termination:** Either party may terminate this Lease if the other party breaches or otherwise violates any term of the Lease. Prior to termination, the breaching party shall be given written notice of the other party's intent to terminate. The breaching party shall have thirty (30) days from the date of the written notice to cure the deficiency. If the deficiency is cured, the Lease shall not be terminated.

12. **Regulations:** The Lessee is responsible for complying with all applicable local, state and federal laws and regulations, and the Lessor makes no representations that Premises comply with said laws and regulations as of the effective date of this Lease.

13. **Disputes:** The parties agree to attempt in good faith to informally resolve any disputes by first addressing such disputes to the Manager and a representative of the Lessee. If a dispute cannot be informally resolved, the parties agree to submit the matter to nonbinding mediation before initiating litigation. All litigation shall be in the Moore County Courts or the North Carolina Middle District of the United States District Court.

14. **Notice:** Notices required by this Lease shall be provided in writing or by email to the following persons and addresses:

|                                 |  |
|---------------------------------|--|
| Town of Robbins                 | Northern Moore Family Resource Center, Inc., |
| c/o Mr. Jeff Sheffield, Manager | c/o Ms. Clare Ruggles, Executive Director    |
| P.O. Box 296                    | P. O. Box 190                                |
| Robbins, NC 27325               | Robbins, NC 27325                            |
| robbsmanager@embarqmail.com     | nmfrc@embarqmail.com                         |

Either party may change the notice address at any time by providing written notice of the change to the other party.

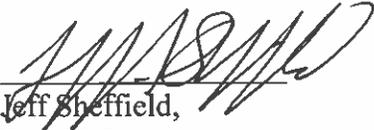
15. **Entire Agreement; Execution:** This Lease constitutes the entire agreement of the parties and supersedes any prior oral or written agreements or understandings between the parties. This Lease may be executed in separate parts by the parties.

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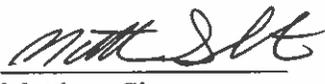
In witness whereof, the parties have set their hands and official seals, the day and year first written above.

**LESSOR**  
The Town of Robbins

**LESSEE**  
Northern Moore Family  
Resource Center, Inc.,

By:   
Jeff Sheffield,  
Town Manager

By: Clare V. Ruggles  
Print Name: Clare V. Ruggles  
Title: Executive Director

Attest:   
Matthew Shuster,  
Town Clerk

Attest:   
Print Name: Rebecca Roush  
Title: Secretary