

**AGREEMENT FOR LEASE OF MUNICIPAL
PROPERTY SPECTRUM SOUTHEAST, LLC AND
TOWN OF SWANSBORO**

WHEREAS GS 160A-272 provides that property owned by a city may be leased on such terms and conditions as a city council may determine, provided that the lease is not for a term exceeding 10 years and the council determines that the property will not be needed by the city for the term of the lease; and

WHEREAS the Board of Commissioners of the Town of Swansboro has determined that a space in the municipal Public Works complex, previously leased by the Town for a cable television communications center since 1992, will not be needed for the term of the lease by the Town; and

WHEREAS Spectrum Southeast, LLC desires to lease this space for the same purpose for a term of five years;

THE TOWN OF SWANSBORO, a North Carolina municipal corporation, (hereinafter "Town") and SPECTRUM SOUTHEAST, LLC (hereinafter "Tenant") agree as follows:

1. Premises. The Town agrees to lease to Tenant an area of approximately 720 square feet, in the building with a street address of 102 Fifth Street, Swansboro (Exhibit A) located within its Public Works complex and identified on the attached sketch plan of the building, for the purpose of housing cable service communications equipment to serve the Swansboro area and other nearby areas. No other use may be made of the leased space without the approval of the Town.
2. Condition, Improvements, and Repairs. The space is leased "as is" and any improvements to the space are the responsibilities of Tenant, subject to the approval of the Town. During the term of the lease, Tenant shall make any required repairs to the leased premises, including any repairs to lighting, electrical, or other systems within the leased premises.
3. Lease Payments. Tenant shall compensate the Town at the rate of \$14,023 per year for the use of the described space, one-half of which shall be due and payable on August 1 of each year and one-half of which is due and payable on February 1 of each year, without demand or invoice. Payment of the entire annual lease amount on August 1 is also acceptable. The lease will adjust on an annual basis at a fixed rate of 3%, unless specific, cost-based justification is provided for any greater adjustments.
4. Term. The term of the lease shall be for five years, from August 1, 2023, to July 31, 2028.
5. Utilities; Insurance. Tenant shall pay for all charges for electricity, telephone, and other services and utilities used by Tenant for or on the leased premises during the term of the lease. Except for claims arising out of the negligence, misconduct, errors, or omissions of the Town, Tenant agrees to indemnify the Town against and to hold the Town harmless from all liabilities, loss, claims, damages, charges, liens,

causes of action, and proceedings of every kind and nature in connection with any injury to any person or death of any person, or damage to the property of any person, firm, or corporation, including the person or property of Tenant, arising from the use or occupancy of the Premises by Tenant, its agents, subtenants, employees, or invitees, unless occasioned directly or indirectly by the fault or neglect of the Town. In connection therewith, Tenant shall continuously maintain during the term of this lease a policy of commercial general liability insurance naming the Town as an additional insured and insuring against bodily injury and property damage with a combined single limit of not less than one million and no/100 dollars (\$1,000,000) per occurrence. Tenant shall also maintain workers compensation insurance in accordance with state requirements and employer's liability insurance with minimum limits of \$1,000,000 each coverage. Tenant shall be responsible for any insurance of the contents of the leased premises.

The Town shall continuously maintain during the term of this lease a policy of commercial general liability insurance insuring against bodily injury and property damage with a combined single limit of not less than One Million and no/100 dollars (\$1,000,000) per occurrence. In addition, the Town shall maintain workers compensation insurance in accordance with state requirements.

6. Contents. Tenant warrants and represents to the Town that the equipment and other contents housed in the leased space will not include hazardous, flammable, or dangerous materials or conditions and do not constitute an increased fire or destruction hazard to the property of the Town. The Town reserves the right to inspect the leased premises to ensure that there are no hazards present, which inspections shall be scheduled and arranged with Tenant.
7. Parking. Tenant shall have the reasonable right to park vehicles, for short periods of time and in locations designated by the Town, for the purpose of accessing and servicing the leased premises, but this agreement does not include any rights to parking spaces or areas for Tenant.
8. Indemnification. Except for claims arising out of negligence, misconduct, errors, or omissions of the Town, Tenant agrees to indemnify, defend, and save harmless the Town from all claims, demands, actions, judgments, loss, costs, and/or expenses arising or claimed to have arisen by reason of Tenant's use of the leased space. Tenant acknowledges awareness that the primary use of the building is for municipal public works operations, including shop activities, automotive repairs, and storage of materials in association with municipal public works operations, and waives any right of claims for damages arising from such operations. Tenant shall not be liable to the Town or any mortgagee secured by the Leased Land for any injury or damage to persons or property, caused by the willful or negligent act or omission of the Town or any mortgagee secured by the Leased Land.
9. Transferability. Tenant may not assign, transfer, or sublet the lease privileges granted under this agreement to an entity not owned or controlled by Tenant without the prior written consent of the Town. Tenant shall be permitted to assign this Lease or sublease the Leased Premises to an entity owned and controlled by Tenant without requiring Landlord's consent. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain liable for the payment of the rent herein specified and for compliance of all of its other obligations under this Lease.

10. Termination. Either party may terminate this agreement, for any reason, upon 90 days written notice to the other party. Without limiting the foregoing, the Town may terminate this agreement to locate a public safety facility and/or emergency operations center in the Public Works complex.
11. Notices. Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, and addressed as follows:
- If to Town: Town Manager, Town of Swansboro, 601 W. Corbett Avenue, Swansboro, NC 28584
- If to Tenant: Spectrum Southeast, LLC, 12405 Powerscourt Drive, Legal Dept, Saint Louis, MO 63131
12. Entire Agreement; Modifications. This constitutes the entire agreement between the parties with respect to the leased premises, and any modifications to this agreement must be executed in writing by both parties.
13. Waiver. No failure by the Town to exercise any rights hereunder to which Lessor may be entitled shall be deemed a waiver of the Town's right to subsequently exercise same. Tenant shall gain no rights nor become vested with any power to remain in default under the terms hereof by virtue of the Town's failure to timely assert its rights. No acceleration of rentals, regardless how often occurring, which the Town chooses to ignore by thereafter accepting rental or other performance by Tenant shall constitute a waiver of the right to thereafter accelerate rentals. No payment by Tenant or receipt by the Town of a lesser amount than the rent stated shall be other than on account.
14. Governing Law; Adjudication. This agreement shall be governed, construed, and interpreted by and through the laws of the State of North Carolina, and any legal actions related to this agreement shall be filed and adjudicated in Onslow County, North Carolina.

In witness whereof, the parties have executed this Agreement effective as of August 1, 2023.

TOWN OF SWANSBORO

Spectrum Southeast, LLC
By: Charter Communications, Inc. its
Manager

BY: _____

BY: _____

Name: _____

Name: _____

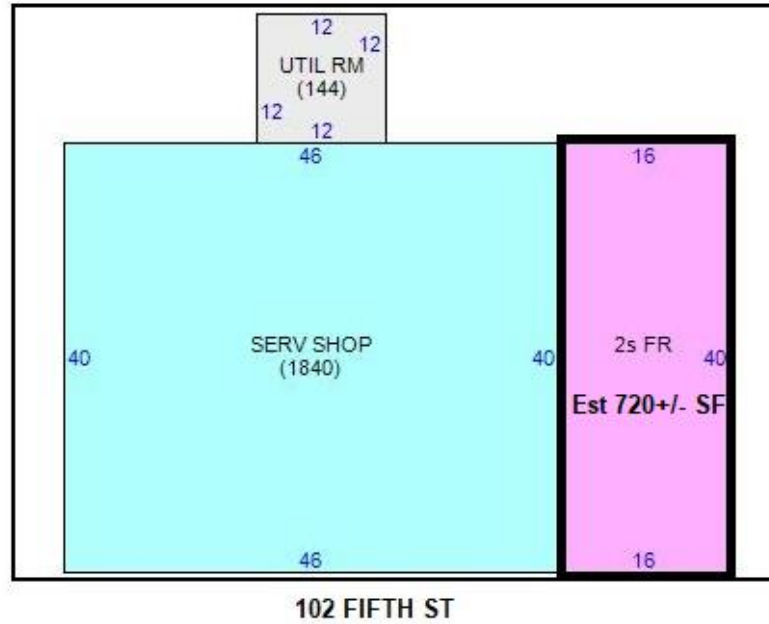
Title: _____

Title: _____

Exhibit A

Parcel ID: 040096	Map #: 1404-86	Tax Year: 2018
Luc: Commercial	Class: Commercial	NBHD: CORBETT AVE COMMERCIAL
TOWN OF SWANSBORO	Exempt: E	102 FIFTH ST

◀ 5 of 8 ▶



Options ▼

Type	Line #	Item	Area
Commercial	1	SERV SHOP - 55:SERVICE SHOP	1,840
Commercial	2	2s FR - 20:2s FR	Est. 720
Commercial Feature	1	UTIL RM - 88:UTILITY ROOM	144

ND:4885-1004-0403, v. 2