

NORTH CAROLINA
JACKSON COUNTY

THIS LEASE AGREEMENT made, executed and delivered this the ____ day of _____, 2025, by and between the TOWN OF SYLVA, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter "The Town," and THE COMMUNITY TABLE, INC. of North Carolina, a non-profit 501(c)3 corporation organized and existing under the laws of the State of North Carolina, hereinafter "Community Table;"

W I T N E S S E T H:

THAT, subject to the terms and conditions hereinafter set forth The Town does hereby let and lease unto the Community Table, and the Community Table does hereby accept as lessee of The Town, the following described lands:

BEING in the Sylva Township, Jackson County, North Carolina, and being known as the Community or Club House building situated on the old high school lot in the Town of Sylva, together with the right to use the adjacent parking lot.

TO HAVE AND TO HOLD the above described lot of land, and all privileges and appurtenances thereunto belonging, or in any way appertaining to The Town, and its successors in office, upon the following terms and conditions:

I

This lease shall begin upon signing and shall continue until June 30, 2028.

II

As rental for the premises, Community Table shall pay to The Town the sum of One Dollar per year, due and payable on or before July 1, 2023.

III

The Community Table shall be responsible for all costs and expenses associated with the upkeep and repair of the interior and exterior of the building, including but not limited to any repairs and maintenance, routine or necessary, to the roof, heat, plumbing, electrical, windows, and kitchen appliances.

IV

Any remodeling, painting or changes to the building under Paragraph III shall be first submitted to The Town for approval and no work shall be commenced without first securing the written authority of The Town. All expenditures shall be at the expenses of Community Table. All repairs, maintenance, remodeling or changes to the building shall

become part of the property and become the property of The Town, free from any claims of the Party of the Second Part.

V

The Party of the Second Part shall provide and pay for all utilities including electric, heat, water and sewer charges on the premises.

VI

Should the building on the premises be destroyed or rendered unfit for use and occupancy by fire or other casualty, this lease shall thereupon terminate.

VII

Community Table shall not sublet nor assign any part of the premises without the written consent of The Town. Notwithstanding, Community Table may allow other community groups to use the building and may charge, at its discretion, other such groups for such use of the facility and utilities.

VIII

The Town shall maintain hazard insurance of the structure; Community Table shall maintain a contents or renter's insurance policy on all personal property of Community Table used or kept within the structure.

IX

It is understood and agreed that Community Table is a non-profit corporation organized for the purpose of providing nutritious meals to the community. As such, the building may be used under the lease for all Community Table related business.

X

During the term of this lease, the building shall be maintained in a good state of repair and the grounds surrounding the building shall be kept in a neat and orderly condition. The Town expressly reserves the right to enter on the premises for the purpose of inspecting the grounds and premises.

XI

It is understood and agreed if Community Table fails or neglects to do any act called for in this lease, and shall remain in default for a period of fifteen (15) days after written demand, then The Town may, at its option, declare this lease in default, re-enter and take possession of the premises, and declare the lease cancelled.

XII

Either party may terminate this lease upon 60 days written notice to the other party. Upon such termination, Community Table's obligations to repair and maintain are relinquished provided that the structure, heat, plumbing, roof, etc. are in good repair and working order at the time of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in their respective names by their respective officials, and their seals to be hereto affixed and attested by their proper officers, all by proper authority duly given on this the day and year first above written.

TOWN OF SYLVA

By: _____
Mayor Johnny Phillips

(SEAL)

Attest: _____
Clerk

THE COMMUNITY TABLE, INC.

By: _____
Executive Director

(SEAL)

Attest: _____
Treasurer