

NORTH CAROLINA

LEASE AGREEMENT

GUILFORD COUNTY

THIS LEASE AGREEMENT ("Lease"), made this the 6th day of August, 2019 between the **CITY OF HIGH POINT**, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, NC, hereinafter called "Lessor", and **WEST END MINISTRIES**, a North Carolina non-profit corporation located 901 English Road, High Point, NC, hereinafter called "Lessee".

WITNESSETH

WHEREAS, the Lessor is the owner of certain parcels of vacant land within the City limits ("Property"), which may be conducive to growing plants and produce, further identified as:

- 1000 West English Rd., High Point, NC, Guilford County, Tax Parcel #0187720 ;
- 1003 Campbell St., High Point, NC, Guilford County, Tax Parcel #0187718;
- 1005-1007 Campbell St., High Point, NC, Guilford County, Tax Parcel #0187717; and
- 1004 West English Rd., High Point, NC, Guilford County, Tax Parcel #0187721; and

WHEREAS, the Lessee has indicated a desire to lease said Property in accordance with the terms and conditions as set forth herein; and

WHEREAS, the Lessor has agreed to lease said Property to Lessee; and

WHEREAS, it is a public purpose to improve the health and quality of life of the citizens of High Point by offering this Property to be used as garden space and Lessee's care and maintenance of the Property assists the City in the costs and burdens of such.

NOW, THEREFORE, for and in consideration of the rent, covenants, and agreement set forth herein, Lessor does hereby lease above-described Property to Lessee, subject to the following terms and conditions:

1. **TERM**. This Lease shall be for a period of three (3) year beginning on August 6, 2019 and continue through August 5, 2022.

2. **RENT**. Lessee shall pay the sum of one dollar upon execution of this Lease.

3. **USE**. Lessee shall use the Property as a garden Property. Lessee shall be responsible for providing all necessary items and labor, including without limitation, equipment, plants, seeds, transplants, fertilizers and/or pest management materials, and Lessee shall wear protective clothing and shoes necessary for safety. Lessee agrees to keep the Property neat and well-tended, removing and property disposing all dead plants and non-plant materials (string, wire, wood, metal, plastics, etc.). Lessee agrees that no permanent structures may be built on the Property. Trellises or other support structures and fencing may be erected on the Property, but must be removed from the Property on or before the end of this Lease. Lessee's failure to properly maintain the Property may result in Lessee's loss of future gardening privileges on City property and City may charge the costs associated with the cleanup to the Lessee. The parties acknowledge that a storage shed, owned by the City, is currently located on the Property and Lessee is allowed to use the shed for storage of gardening tools and equipment. Lessor shall not be responsible for securing the shed or its contents and shall be held harmless by Lessee for any claims arising out of the use of the shed, tools stored inside, including but not limited to damage to property and

personal injury of individuals using the Property. Lessee shall keep the shed in a safe and well maintained condition and Lessor shall have right to inspect shed and access its contents as deemed necessary by Lessor.

4. **PROHIBITIONS.** Lessee agrees not to use or permit the Property to be used for any illegal, poisonous, highly aggressive plants, disreputable, hazardous or unlawful use, nor shall Lessee permit any nuisance to be conducted or maintained thereon. Drugs, (including alcohol), radios, and boom boxes are not allowed at the Property.

5. **MAINTENANCE.** Lessee agrees to maintain said Property, including keeping the grass mowed. If the grass reaches the height of eight (8) inches in violation of the City ordinances, the Lessee will have breached the Lease and the City will terminate the Lease, with no reduction in annual rent. Lessee is shall be responsible for any water used on the Property, including establishing an account with the City utility department and paying, in full and on time, the monthly water bill for the Property. Lessee agrees to conserve water and to not leave the water unattended.

6. **DONATION.** Upon request, the City may provide one pick-up truck load of compost and/or wood chips from the City Compost Facility at no charge, as available, in the discretion of the City Manager.

7. **SURPLUS PRODUCE.** Lessee is encouraged to contribute surplus produce to the local food bank or soup kitchen.

8. **TREE REMOVAL.** If the Property is located in a Historical District, no trees shall be removed from said Property without prior permission from the City Manager.

9. **COMPLIANCE.** If Lessee is unable to tend the Property, need help maintaining the Property, or discontinues the use of the Property, Lessee must notify the City Manager so that the Property may be reassigned to another gardener.

10. **NEIGHBORHOOD CHARACTER:** Lessee agrees to maintain the Property in such a way as to preserve the character of the neighborhood. If the Property is located in a Historic District, Lessee shall maintain the property in such a way as to preserve the character of the Historic District. The Lessor shall have the right to terminate this Lease at any time if it determines that Lessee's use is detrimental to the neighborhood or if complaints are received.

11. **HOLD HARMLESS.** Lessee will save the Lessor harmless from any liability. The Property shall be used only during daylight hours. Lessee agrees to use the Property and community garden tools at its own risk and agrees to hold the City of High Point harmless from any injury and damage. Gardeners under 16 years of age must be supervised by an adult if using power tools. Proper shoes and safety equipment are required. The City of High Point is not responsible for damage of any type to the garden, including without limitation wildlife or vandalism. The City of High Point is not responsible for injury associated with gardening activities or for stolen item left on the property.

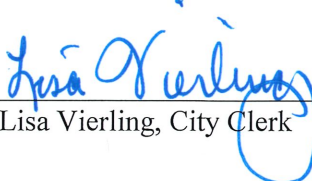
12. **VIOLATION.** If any of the Lessee's responsibilities are violated, Lessee will be contacted by phone or email and have two (2) weeks to address the violation. After two (2) weeks, if the violation has not been remedies, Lessor may terminate this Lease.

13. **TERMINATION.** Lessee shall have the right to terminate this lease by submitting notice in writing to the City Manager. Lessor shall have the right to terminate this Lease at any time for any reason, including but not limited to any breach of the provision of this Lease. Lessor shall give notice

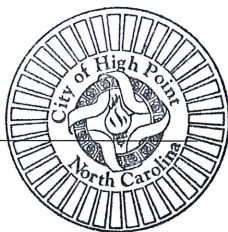
of termination of the Lease in writing sent to the address listed above, by telephone to Lessee, or by posting on the Property.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be duly executed.


ATTEST:



Lisa Vierling, City Clerk



CITY OF HIGH POINT



Greg Demko, City Manager

WEST END MINISTRIES