

**PARKING LEASE AGREEMENT**

This Lease Agreement ("Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between First Baptist Church of Salisbury, a North Carolina non-profit corporation (the "Lessor") and County of Rowan, a body politic and corporate, (hereinafter referred to as "Lessee") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in this Lease, the Parties hereby agree as follows:

1. **Leased Area.** Lessor leases to Lessee two parcels of real property commonly known as 219 W. Liberty Street and 219 N. Jackson Street and shown on the map attached hereto and incorporated herein as Exhibit A (the "Leased Area").

2. **Term.** This Lease shall commence on the 1<sup>st</sup> day of January, 2021, and (A) shall be for a term of one (1) year, and (2) shall automatically renew annually unless sooner terminated per Section 7 below.

3. **Lease Payments.** Lessee shall pay Lessor: (A) Base Rent in the amount of five hundred dollars (\$500.00) per month payable in advance on the first day of every month during the Term of the Lease (if the Term starts on a day other than the first of a month, then the appropriate pro rata amount of rent for the first portion of a month must be paid on the date of commencement), and (B) as Additional Rent the amount of Ad Valorem taxes owed by Lessor for each parcel (TM 010 Parcels, 132 and 135). Rent is payable to Lessor or such other party as Lessee may be advised from time to time by written notice. Should the rent be late, late charges will accrue as provided herein. After the 10<sup>th</sup> day of the month, a late charge of ten dollars (\$10.00) will be applied. Subject to Lessee's right to cure provided in Paragraph 7(b) below, in the event rent is not paid by the 10<sup>th</sup> of the month, the Lessor may at its sole option, terminate this lease and have served upon Lessee an eviction notice and appropriate legal action taken for an order of summary ejectment.

4. **Use of the Leased Area; Lessee Improvements; and Damage.** The Leased Area shall be made available exclusively to Lessee and used for Lessee's parking purposes. Lessee shall abide by and strictly conform to all rules issued or posted by Lessor from time to time. Lessee may make certain improvements to the Leased Area with written approval of Lessor. Any such improvements shall remain with the Leased Area upon termination of this Lease. Lessee shall not cause damage or allow damage to be caused to the Leased Area. Should any damage occur that devalues the Leased Area, the Lessor shall provide notice to Lessee and allow Lessee the opportunity to repair such damage. In the event Lessee fails to repair the damage within a reasonable time, Lessor may cause the damage to be repaired and charge Lessee for the same.

5. **No assignment without consent of Lessor.** Lessee may not assign, transfer, or sublet the Leased Area without the consent of the Lessor. If the Lease is assigned, transferred, or sublet by the Lessee, this agreement shall terminate automatically, unless otherwise agreed upon by the Parties in writing. In the event any assignment or subletting of the Leased Area is consented to by the Lessor, Lessee shall remain liable to Lessor for the payment of rent and for the faithful performance of the covenants and conditions of

this Lease by the assignee or sub-lessee to the same extent as though the Leased Area had not been assigned or sublet.

6. **Events of Default.**

a. **For Lessee.** Events of Default for Lessee include the following: 1) failure to timely make rent payment and failure to cure such as provided hereinbelow; 2) damaging the Leased Area and failure to cure or repair the same within thirty (30) days of written notice from Lessor; 3) failure to comply with the rules and regulations established by Lessor and Lessee continuing such violation after written notice from Lessor; 4) Lessee petitioning for bankruptcy or insolvency or being adjudged as such by a court of competent jurisdiction, or having a receiver appointed for it or any assignment being made for the benefit of creditors; and 5) any other material breach of the terms and conditions of this Lease.

b. **For Lessor:** Events of Default for Lessor include the following: 1) failure to provide Leased Area for Lessee's exclusive use; 2) interference with Lessee's exclusive use of the Leased Area; and 3) any other material breach of the terms and conditions of this Lease.

7. **Termination.**

a. **For convenience.** This Lease shall terminate at the end of the Term if not sooner terminated by Lessor pursuant to this paragraph or Paragraph 7(b) below. Except as otherwise set forth herein, or provided by law, either party may terminate this Lease by delivering written notice to the other party at least sixty (60) days in advance to vacate and surrender the Leased Area.

b. **For cause.** Except for failure to timely make rent payment, which may be cured within ten (10) days of notice from the Lessor to the Lessee and the Lessee tendering payment in full of the monthly rent and any late payment, this Lease may be terminated after notice to the other party that an Event of Default has occurred and expiration of the appropriate Cure Period as may be applicable (such time period in the aggregate hereinafter called the "Event of Default"). Upon the occurrence of any Event of Default, Lessor may, at its option, repossess the Leased Area and evict the Lessee. Provided, however, that such default and repossession shall not terminate this Lease and shall not release Lessee from its liability hereunder, unless Lessor elects to declare this Lease terminated. In case of such repossession by Lessor, Lessor may rent, lease or re-let said Leased Area to any other Lessee(s), which rent payments shall be credited against Lessee's liability for unpaid rent.

c. **Non-appropriation Clause.** Lessor acknowledges that Lessee is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lessee's obligations under this contract, then this contract shall automatically expire without penalty to Lessee thirty (30) days after written notice to Lessor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lessee shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Lessee's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lessee's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lessee upon written notice to Contractor of such limitation or change in Lessee's legal authority

8. **Notices.** All notices, demands, and request which may be or are required to be given by either party to the other shall be in writing. All notices, demands and requires by Lessee to Lessor shall be sent

United States registered mail return receipt requested to 223 North Fulton Street, Salisbury, NC 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee. All notices by Lessor to Lessee shall be sent United States registered mail return receipt requested to County Manager, Rowan County, 130 West Innes Street, Salisbury, North Carolina 28144 or at any such place as Lessor may, from time to time, designate in written notice to Lessee.

9. **No waiver.** The failure of either party to insist in any instance on strict performance of any covenant or condition hereof shall not be construed as a waiver of such covenant or condition in any instance. No modifications, amendments or the cancellation hereof shall be valid unless in writing and executed by all parties hereto. No presentation or promise has been made by either party hereto except as herein stated.

10. **Quiet enjoyment.** The Lessor covenants that the Lessee, on paying the rent and late charges and performing the covenants hereof, shall peaceably and quietly have, hold and enjoy the leased Areas(s) for the term mentioned, without hindrance or interruption by the Lessor.

11. **Binding on successors.** The provisions of this lease shall be binding upon the benefit of the Lessor and the Lessee, and their respective heirs, successors, legal representatives and assigns.

12. **Indemnity.** To the extent permitted by law, Lessee shall indemnify and hold harmless the Lessor from any claim or claims of injury to person or persons or property arising out of or in connection with the use of the Areas hereinabove referred to by the Lessee. This indemnification shall include reimbursement to the Lessor for all reasonable costs arising out of said claim or claims

13. **Entire Agreement.** This lease supersedes all prior written or oral agreements and can be amended only through a written agreement signed by both parties. Provisions of this lease shall bind and inure to the benefit of the Lessor and to the Lessee and their respective heirs, successors and assigns.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first written above.

**LESSOR: FIRST BAPTIST CHURCH OF  
SALISBURY**

**By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**LESSEE: ROWAN COUNTY, a body politic**

**By:** \_\_\_\_\_  
**Aaron Church, County Manager**

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

\_\_\_\_\_  
Name: James Howden  
Rowan County Finance Director

EXHIBIT A  
LEASED AREA