

NORTH CAROLINA

ROWAN COUNTY

GROUND LEASE

This Ground Lease is made and entered into this the \_\_\_ day of \_\_\_\_\_, 2021, by and between Rowan County, a body politic, hereinafter "Lessor", and Girls Scouts, Hornets' Nest Council, a North Carolina non-profit corporation, hereinafter "Lessee".

WITNESSETH:

THAT WHEREAS, the Lessor is the Owner of a tract of land commonly known as Dan Nicholas Park in Rowan County, North Carolina (hereinafter "Park"), and has allowed Lessee permissive use of a portion of said Park since 1973 for purposes of maintaining and occupying certain buildings and area around such buildings for use by its scouts and leaders consistent with its corporate existence, the same being shown upon the map attached hereto and incorporated herein as Exhibit A, (hereinafter the "Premises"), which Lessor wished to lease to Lessee pursuant to the terms herein contained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows:

1. That the Initial Term of this Lease Agreement shall be for ten (10) years beginning on January 1, 2022 and extending through December 31, 2031. Lessee shall have two (2) additional options to extend this Lease Agreement for ten (10) years each at its sole discretion exercised by providing written notice to Lessor at least 30 days prior to the end of the Initial Term or any Extended Term. This Lease Term is exempt from any public notice and upset bid requirements for leases of ten (10) years or more by virtue of NCGS 153A-449 and 160A-279 allowing transfers to non-profit corporations carrying out a public purpose, including leases of ten (10) years or more without public hearing and upset bid processes.
2. Lessor shall waive any rental payments in exchange for Lessee remaining responsible for all of its building maintenance and utilities for the Premises.
3. Lessor shall be responsible for maintaining all roads into and out of the Park and Premises and operating the Park during normal and customary operating hours as set and posted annually.
4. Lessee shall have access to the Premises as customarily allowed for overnight camping operations and shall follow all policies of the Lessor and Park Advisory Board applicable to the Premises; provided, however, the Premises shall not be available during the annual

Autumn Jubilee Festival. or as it may hereinafter be called by another name.

Furthermore, the Premises shall not be available for any other festival where such restriction shall be made know by Lessor to Lessee at least sixty (60) days in advance by written notice.

5. Lessee shall at all times during the period of this Lease Agreement (1) hold the Lessor harmless from any claims, demands, actions, or causes of action that may result from Lessee's negligence arising from Lessee's use of the Premises or the use of the Premises by any person, agent, firm or corporation acting on behalf of the Lessee, and (2) provide a policy of general liability insurance (a) naming Lessor as Additional Insured, (b) with policy limits not less than \$1,000,000.00, and (c) such policy shall require at least thirty (30) days notice to Lessor of any intended cancellation.
6. Lessee agrees to maintain the Premises in a reasonably clean condition and shall keep the Premises free of any hazardous condition.
7. No alteration, addition or improvement to the leased property shall be made by the Lessee without written consent of the Lessor. Any alteration, addition or improvement made by the Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall, at the Lessor's option, become the property of the Lessor upon the expiration or other sooner termination of this Lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such alteration, addition or improvement at the Lessee's cost upon such termination of this Lease.
8. If the Lessee chooses not to renew this Lease Agreement for any additional period, it is understood and agreed that the Premises, together with all improvements or structures and fixtures erected on the Premises shall, in all respects, be retained by the Lessor.
9. In the event that any condition of the Lease Agreement shall not have been complied with for a period of fifteen (15) days, this Lease Agreement shall be in default and the Lessor shall have the option of terminating the Lease Agreement, provided that prior to termination the Lessor gives Lessee at least ten (10) days written notice of the default, during such time the Lessee shall have an opportunity to cure such default and remedy the condition which the Lessor believes to have been breached.
10. This Lease Agreement may be terminated by Lessee with thirty (30) days written notice to Lessor.
11. Notices:
  - a. if to Lessor: ATTN County Manager, 130 W. Innes Street, Salisbury, NC 28144
  - b. if to Lessee: ATTN Property Specialist, 7007 Idlewild Road, Charlotte, NC 28212
12. This Lease Agreement shall be binding upon the heirs, executors, administrators, and assigns of Lessor, and the parties have caused this indenture to be executed the day and year first above written.
13. This Lease Agreement has been pre-audited in the manor required by the Local Government and Fiscal Control Act.

14. Laws of the State of North Carolina shall apply.

{Signature Page Follows}

Signature Page: Girl Scout Lease Dan Nicholas Park

Lessor: Rowan County, a body politic

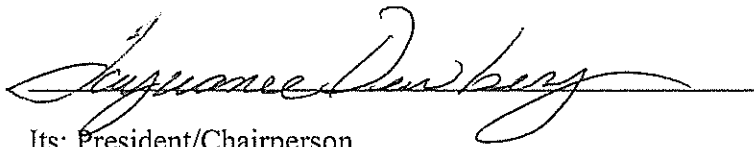
BY:

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Its: Manager/Chairman

Lessee: Girl Scouts, Hornets' Nest Council

BY:

A handwritten signature in cursive script, appearing to read "Suzanne Newberry", is written over a horizontal line.

Its: President/Chairperson