

State Employees' Credit Union



Salisbury Branch

January 29, 2018

Attn: Carolyn Barger
Clerk to the Board/ Assistant to
The County Manager
130 West Innes Street
Salisbury, NC 28144

RE: Salisbury-1805 E. Innes St. Cash Points

Dear Mrs. Barger:

Enclosed please find the original lease agreement and two copies for the above referenced ATM. Please have all three copies signed and keep one for your records. Please forward the original and the remaining copy in the enclosed envelope.

The lease reflects the amounts we discussed. SECU will begin paying \$300.00 per month accordingly to the enclosed lease, with two 5-year options that allows for \$325.00 per month for the first option and \$350.00 per month for the second option. Thank you for your assistance with this matter. Should you have any questions please do not hesitate to contact me at 704-633-7005.

Sincerely,

Donna Seaford
Vice President/ City Executive

Enclosure

/cp

NORTH CAROLINA:

ROWAN COUNTY:

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this TENTH day of, JANUARY, 2018, by and between, ROWAN COUNTY, hereinafter referred to as "Lessor"; and STATE EMPLOYEES' CREDIT UNION, a North Carolina corporation, hereinafter referred to as "Lessee";

WITNESSETH:

That subject to the terms and conditions hereinafter set out, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as tenant of Lessor that certain tract or parcel of land located, 1805 E. INNES ST., SALISBURY, County of ROWAN, State of North Carolina.

The terms and conditions of this Lease are as follows:

- 1) The term of this Lease shall be for a period of THREE (3) years beginning on the FIRST day of, FEBRUARY, 2018, and ending on the LAST day of JANUARY, 2021, unless extended or terminated under the other provisions of this Lease.
- 2) As rental for said premises, Lessee shall pay to Lessor, at the address noted below, and without notice or demand therefore, the sum of THREE HUNDRED Dollars (\$300.00) per month, payable monthly in advance on the first day of each calendar month. Rental payments shall be made to ROWAN COUNTY, 130 W. INNES ST., SALISBURY, NC 28144.
- 3) Lessee shall use and occupy the premises for the purpose of maintaining a kiosk ATM, and in connection thereto, shall comply with all laws, ordinances, orders, or regulations of any lawful authority having jurisdiction over the premises and the use thereof.
- 4) Lessor shall be responsible for the repair and maintenance of the parking lot of the described property (collectively, the "Leased Premises") of reasonable wear and tear, potholes, landscaping and the surrounding area of the said ATM located on the "Leased Premises". Upon the written request of Lessee as to any repairs or maintenance and if Lessor fails to perform any repairs or maintenance required of Lessee hereunder then, after Lessee gives Lessor written notice and thirty (30) days to cure (or a reasonable time thereafter if such repairs or maintenance cannot reasonably be completed in thirty (30) days and repairs or maintenance are commenced within such period and thereafter diligently pursued to completion), Lessee has the option to provide a thirty (30) day written notice of its intent to terminate this Lease Agreement. Lessor and Lessee shall share the responsibility of maintaining the surrounding area in close proximity of the said ATM. Lessee shall be responsible for the construction of the said ATM, upkeep, repair, and maintenance of said structure during the term of this Lease or any extension hereof. At the expiration of the term of this Lease, or the prior termination of said Lease as herein provided, Lessee shall be responsible for removing said ATM from the premises and restoring the premises to its present condition.
- 5) During the term of this Lease, Lessee shall maintain comprehensive general liability insurance on an occurrence basis with minimum limits of liability in the amount of Three Hundred Thousand Dollars (\$300,000.00) for property damage, bodily injury, personal injury or death to any one person; Lessee shall also maintain excess liability coverage with a per occurrence limit of at least

One Million Dollars (\$1,000,000.00); and Lessee shall keep the kiosk structure on the demised premises together with the equipment in said building insured against loss or damage by fire or other casualties.

- 6) Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful or ultrahazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.
- 7) Lessee shall pay prior to delinquency all taxes and assessments of every kind and nature which may be imposed or assessed upon or with respect to the structure and equipment placed on the premises by Lessee.
- 8) If the Leased Premises are wholly or partially destroyed by fire or other casualty, rental shall abate in proportion to the loss of use thereof, and Lessee shall, at its own expense, promptly restore the Leased Premises to substantially the same condition as existed before damage or destruction, whereupon full rental shall resume. Should Lessee elect not to repair or replace the ATM, then Lessee shall provide written notice to Lessor of its intent to terminate this Lease Agreement. Upon such termination Lessee shall diligently repair the Leased Premises to its original condition prior to the installation of the ATM. After the Leased Premises are repaired, Lessee and Lessor shall not have any responsibility to each other under the terms of the Lease Agreement.
- 9) If the whole of the Leased premises, or such portion thereof as will make the Leased premises unsuitable for use contemplated hereby, shall be taken under the power of eminent domain (including any conveyance in lieu thereof), then the term hereof shall cease as of the date possession thereof is taken by the condemnor, and rental shall be accounted for as between Lessor and Lessee as of that date.
- 10) All applications in connection with necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for electricity, gas, water, sewer, and telephone services.
- 11) Lessee shall be in exclusive control and possession of the demised premises, and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. Lessee shall defend, indemnify and hold harmless the Lessor from and against any claims, damages, or expenses (including reasonable attorney's fees), whether due to damage to the premises, claims for injuries to persons or property, or administrative or criminal action by governmental authority, where such claims, damages, or expenses result from the negligence, misconduct or breach of any provision of this Lease Agreement by Lessee, its agents, employees or invitees.
- 12) Lessor hereby grants unto Lessee the option to extend the term of this Lease for an additional TWO-FIVE year periods commencing at the expiration of the primary term hereof at a monthly rental of THREE HUNDRED TWENTY FIVE DOLLARS (\$325.00) FOR THE FIRST RENEWAL PERIOD, AND THREE HUNDRED FIFTY DOLLARS (\$350.00) FOR THE SECOND RENEWAL PERIOD; ALL payable monthly on or before the first day of each calendar month, provided Lessee shall provide to Lessor at least ninety (90) days prior to the expiration of the primary term written notice of its intention to extend.
- 13) It is expressly understood and agreed that if any monthly installment of rent as herein called for shall remain overdue and unpaid for ten (10) days, Lessor may, at its option, at any time during

such default, declare this Lease terminated and canceled and take possession of said premises, and require the Lessee to remove the structure from the premises and restore the premises to their former condition.

- 14) If Lessee shall pay the rent and perform and observe all the other covenants and conditions to be performed and observed by it hereunder, Lessee shall at all times during the term hereof have the peaceable and quiet enjoyment of the premises without interference from Lessor or any person lawfully claiming through Lessor.
- 15) All notices provided for in this Lease Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail addressed to Lessor at:

ROWAN COUNTY
ATTN: CAROLYN BARGER
130 W. INNES ST.
SALISBURY, NC 28144

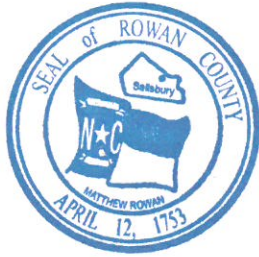
and to Lessee at:

State Employees' Credit Union
P. O. Box 26807
Raleigh, N. C. 27611

- 16) This Lease Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- 17) This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18) This Lease contains the complete agreement of the parties regarding the terms and conditions of the lease of the premises, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Lease Agreement may be modified only by written instrument duly executed by both parties or their respective successors in interest.
- 19) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

THIS PORTION INTENTIONALLY LEFT BLANK

IN TESTIMONY WHEREOF, the parties have caused this Lease Agreement to be executed as of the day and year first above written.



LESSOR:
ROWAN COUNTY

BY: _____

[Signature]
PRESIDENT
County Mtn

ATTEST:

Candice Barger
SECRETARY
Clerk to the Board



LESSEE:
STATE EMPLOYEES' CREDIT UNION

BY: _____

Karen High

SENIOR VICE-PRESIDENT, FACILITIES SERV.

ATTEST:

[Signature]
ASSISTANT CORPORATE SECRETARY

NORTH CAROLINA:
WAKE COUNTY:

This the 16th day of January, 2018, before me, *Jackie W. Parker*
Jackie W. Parker,
a Notary Public, personally came Karen High, who, being duly sworn, says that she is Senior Vice-President, Facilities Services of STATE EMPLOYEES' CREDIT UNION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the said corporation, and that said writing was signed and sealed by her in behalf of the said corporation by its authority duly given and the Senior Vice-President, Facilities Services acknowledged the said writing to be the act and deed of said corporation.

Witness my hand and notarial seal, this the 16th day of January, 2018.

Jackie W. Parker
Jackie W. Parker
NOTARY PUBLIC

My Commission Expires:

Oct. 28, 2019

