



City Manager's Office
City Council Agenda

To: The Honorable Mayor and City Council

Date: 7/21/22

Subject: Lease agreement for Sandra Taybron

Summary of Requested Action: Adopt resolution of intent to enter Lease Agreement for the property located on the Third Floor of the Helen P. Gay Train Station

Department Requesting Action: Finance

Budgetary Impact: \$3,900 in Revenue annually

City Manager's Recommendation: *adopt resolution
A*

MEMORANDUM



ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

To: Peter Varney, Interim City Manger
From: Abdul Baloch, Interim Finance Director *AB*
Michael Baughn, Property & Risk Division Manager
Date: 7/21/22
Re: Proposed for Sandra Taybron located in Room 324 of the Helen P. Gay Train Station

The purpose of this memo is to recommend that the City Council adopt a resolution of intent to enter into a lease with Sandra Taybron for the property located in the Historic Helen P. Gay Train Station.

Discussion

This lease is for suite 324 located in the Train Station. Sandra Taybron is a tenant in good standing since 2016. The property is currently used as a meeting space for the House Of Prayer, Praise, and Worship Ministries. The proposed term is two years, and the rent is \$3900 annually.

Requested Action

It is requested that City Council adopt a resolution of intent to enter into a lease with Sandra Taybron for the property located in suite 324 of the Train Station.

NORTH CAROLINA
NASH COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of August, 2022 by and between the **CITY OF ROCKY MOUNT**, a North Carolina Municipal Corporation located in Nash and Edgecombe Counties, North Carolina ("Lessor") and **Sandra Taybron** ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor acquired from CSX Corporation, Inc., the Rocky Mount, North Carolina Railroad Passenger Station Building and adjacent real property (the "Building"), a three story train station and office building located at the intersection of Hammond Street and Florida Avenue in the City of Rocky Mount, Nash County, North Carolina; and

WHEREAS, Lessor has renovated and restored the Building which consists of an Amtrak ticketing office and waiting area on the first floor, and office space available for lease on all three (3) floors; and

WHEREAS, Lessee desires to lease space on the first floor of the Building and Lessor has agreed, subject to the terms of this Lease, to lease such space to Lessee;

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor Room 324 on the third floor of the Building consisting of approximately 1127 square feet of usable space, more or less, restricted to only Sundays, and Wednesdays each week for a total of only 104 Days per year. The space leased to Lessee is hereinafter referred to as the "Premises". Any reference herein to the "Building" means the entire Building including the Premises.

This Lease Agreement is executed upon the following terms and conditions:

1. **Term.** The term of this Lease shall commence on the 1st day of August, 2022 (the "Commencement Date"), and, unless sooner terminated as herein provided, shall exist and continue for a period of two (2) years until the 31st day of July, 2024 (the "Expiration Date"). Either Lessor or Lessee may terminate this Lease upon not less than sixty (60) days prior written notice to the other party. This lease will be renewable with the acceptance of both parties.
2. **Rent.** Lessee shall pay annual rent to Lessor in the amount of \$3,900. The annual rent shall be payable in (12) equal monthly installments of \$325.00 each, in advance, on or before the first day of each calendar month included in the term. The first monthly installment of rent shall be due on or before September 1, 2022.

3. **Security Deposit.** Lessee shall deposit \$325.00 with Lessor as a security deposit to be held as collateral security for the payment of any rentals and other sums of money for which the Lessee shall become liable to the Lessor, and for the faithful performance by the Lessee of all covenants and conditions herein contained. If at any time during the term of this Lease any of the rent herein required to be paid shall be overdue and unpaid, the Lessor may, at its option, appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by the Lessee, then Lessor at its option may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Lessor for loss or damage sustained or suffered by Lessor due to such breach on the part of the Lessee. Should the entire deposit, or any portion thereof, be appropriated and applied by the Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of the Lessor, forthwith remit to the Lessor a sufficient amount to restore said security to the original sum of this Lease. Said deposit shall be returned to Lessee at the end of the term of this Lease provided Lessee shall have made all such payments and performed all such covenants and agreements.

5. **Holding Over.** In the event of holding over by the Lessee after expiration or termination of this Lease without the written consent of Lessor, Lessee shall pay Lessor, within thirty (30) days after Lessor's written demand therefore, all damages caused by Lessee's holding over (including, without limitation, all claims for damages by any other tenants to whom the Lessor may have leased the Premises and all losses suffered by Lessor arising out of other agreements concerning the Premises which Lessor is unable to honor, in whole or in part, as a result of Lessee's holding over) and all attorney's fees incurred by Lessor as a result of Lessee's holding over. Any holding over with Lessor's written consent shall constitute a lease from month to month under all the terms and provisions of this Lease.

6. **Late Charges.** If at any time any monetary obligation due hereunder is not received by the due date stated on the monthly invoice and if there is an outstanding unpaid balance for previous month's rent (including dishonored checks), then in addition to the amount owed, Lessee shall pay to Lessor a late charge equal to one and one half percent (1 1/2%) per month of the past due obligation and the returned check fee when applicable. This provision shall not be deemed to condone the late payment of any monetary obligation, and shall not be construed as giving Lessee an option to pay late by paying the late charge. Instead, all funds are due at the times specified in this Lease without any grace period. Failure to pay shall subject Lessee to all applicable default provisions provided hereunder or by law, and Lessor's remedies shall not be abridged by claiming or collecting a late charge.

7. **Use of the Premises.** The Premises are to be used and occupied by Lessee solely as a church meeting space. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. The Lessee shall fully and properly comply with the local and State laws of North Carolina.

8. **Hallways and Floors.** No nails, hooks, or screws shall be driven into or inserted in the walls of the Premises and no picture, painting, or other decoration (including painting and wallpaper) shall be placed therein or thereon without the prior written approval of Lessor. The wooden floors of the Premises may be covered with rugs selected by Lessee, but no carpet, rugs, or other floor covering shall be attached, in any manner, thereto, nor shall the floors thereof be sanded or refinished or the color thereof be changed without the prior written consent of Lessor.
9. **Rules Governing the Use of the Building and Premises.** The following rules and regulations shall govern the use of the Premises by Lessee:
- (a) No signs, directories, poster, advertisements, or notices shall be painted or affixed on or to the exterior of the Building or Premises or to any of the windows or doors, or in corridors, hallways, or other parts of the Building, except in such color, shape, size, and style, and in such places, as shall be first approved in writing by Lessor in its discretion.
 - (b) Lessee shall not do, or permit anything to be done in or about the Building or Premises, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein or otherwise increase the possibility of fire or other casualty.
 - (c) Lessor shall have the right to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor of the Premises. All damage done to the Building by the improper placing of such heavy items shall be repaired at the sole expense of Lessee.
 - (d) Lessee shall cooperate with Lessor and other tenants in keeping the Premises neat and clean.
 - (e) Lessee shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere with, injure or annoy in any way other tenants, or persons having business with them. Proper ventilation must be utilized to avoid such odors. Installation of ventilation equipment will be at the expense of the Lessee.
 - (f) No animals (other than Seeing Eye dogs) shall be brought into or kept in or about the Building or Premises.
 - (g) No machinery of any kind, other than that which is subject to normal business practices, such as typewriters, calculators, vending machines, kitchen appliances and business computers, shall be operated on the Premises without the prior written consent of the Lessor, nor shall Lessee use or keep in the Building any inflammable or explosive fluid or substance, or any illuminating materials. No space heaters or fans shall be operated in the Building.
 - (h) No bicycles, motorcycles or similar vehicles will be allowed in the Building.
 - (i) Lessor has the right to evacuate the Building in the event of an emergency or catastrophe or for purposes of conducting emergency preparedness testing.
 - (j) No security system shall be installed in the Premises and no additional locks shall be placed upon any doors without the prior written consent of Lessor. All necessary keys shall be furnished by Lessor, and the same shall then be surrendered upon termination of the Lease. Lessee shall then give Lessor or its agent all relevant

information regarding any Lessee security system which may have been installed in the Premises, including, but not limited to, an explanation of the combination or access code to all locks, keypads and all other security or locking devices on the doors. No duplicates of such keys shall be retained by Lessee or its employees upon termination of this Lease.

- (k) Lessee will not locate furnishings adjacent to mechanical or electrical panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Lessor's access shall be at Lessee's cost. Only personnel designated by Lessor may work on the lighting, heating and cooling equipment of the Building.
- (l) No portion of the Building shall be used as an overnight sleeping accommodation.
- (m) Prior written approval, which shall be at Lessor's sole discretion, must be obtained for the installation of window shades, blinds, drapes, or any other window treatment whatsoever. Lessor shall have the right to control all internal lighting that may be visible from the exterior of the Building and shall have the further right to change any approved lighting upon notice to Lessee.
- (n) Smoking is not permitted anywhere in the building at any time.
- (o) No alcoholic beverages of any kind (including beer and wine) shall be sold, consumed, stored, or possessed on the Premises.

10. **Parking.** Lessee, its employees, agents, customers, invitees, and licensees shall have the right to use and occupy parking spaces in Lessor's Station Square Parking Lot located across the street from the Building for parking cars, vans, light trucks, and SUV's ("motor vehicles"). All motor vehicles (including all contents thereof) shall be parked in the spaces at the sole risk of Lessee, its employees, agents, customers, invitees and licensees, it being expressly agreed and understood that Lessor has no duty to insure any of said motor vehicles (including the contents thereof) and that Lessor is not responsible for the protection and security of such persons and vehicles. Lessor shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of, or in connection with, the parking and use of said motor vehicles in any of the spaces, and Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all costs, claims, expenses, and/or causes of action which Lessor may incur in connection with or arising out of Lessee's misuse of the spaces pursuant to this Lease. Lessee, its employees, agents, customers, invitees, and licenses shall comply with all rules and regulations established by Lessor governing the use of the parking lot.

11. **Services to be Provided by Lessor and Lessee.**

- (a) **Electrical Supplies.** Lessor shall supply, maintain, and replace all lamps, bulbs, starters and ballasts for all light fixtures in the common areas of the Building and all lamps, bulbs, starters and ballasts for the Building standard ceiling light fixtures in the Premises.
- (b) **Common Area Maintenance.** Lessor shall provide janitorial, routine maintenance, painting and electric lighting maintenance for all common areas of the Building.

12. **Signage and Graphics.** Lessor shall provide and install Lessee's name in Building standard graphics at the entrance to the Building. Any graphics requested by the Lessee beyond those furnished by the Lessor shall conform to the Building standard graphics and shall be approved in writing by Lessor and paid for by the Lessee. All graphics of Lessee visible in or from the common areas of the Building or the exterior of the Premises or the Building shall be subject to Lessor's prior written approval. Lessor, at Lessor's expense, will also identify Lessee in any directory located in the main lobby of the Building and on any other appropriate directory, which may be part of the Building. The space to be made available to Lessee in such directories shall be reasonably proportionate to the space allotted other tenants with similar size rentable area in the Building.
13. **Repairs by Lessor.** Lessor shall keep and maintain the common areas, the plumbing, HVAC, those portions of the electrical system installed or furnished by Lessor, the windows, flooring, and all structural elements of the Premises installed or furnished by Lessor in a good state of repair. Lessee shall promptly notify Lessor of any condition, which requires repair or maintenance. Lessor shall undertake such repairs with due diligence within a reasonable time after written notice from Lessee that such repair is needed. Lessee shall not be required to make structural repairs or repairs to the systems of the Building, but such repairs shall be made by Lessor, unless the repairs were necessitated by the act, omission, accident, negligence, or misconduct of Lessee or its employees, agents, invitees, licensees, or contractors, in which case such repairs shall be made at Lessee's sole cost and expense.
14. **Peaceful Enjoyment.** Lessor warrants and represents to Lessee that Lessee shall and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof. The parties hereto agree that said letting and hiring is upon and subject to the terms, covenants and conditions herein set forth, and each party covenants, as a material part of the consideration for this Lease, to keep and perform each and all of the terms, covenants, and conditions required to be kept and performed by it, and that this Lease is made upon the condition of such performance.
15. **Hazardous Material.** Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, its agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. §9601 *et seq.*), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state or federal law. Hazardous Material shall also extend to and include any substance prohibited under standard forms of fire insurance policies.

16. **Condition of Premises at End of Term.** At the end of the Term, by lapse of time or otherwise, Lessee shall deliver the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted. Lessee shall deliver the Premises to Lessor broom clean and in good order and repair except for ordinary wear and tear. If Lessee does not so deliver the Premises, Lessor may restore the Premises to such condition following Lessee's surrender of possession and Lessee shall pay the cost thereof, plus an administrative fee equal to fifteen percent (15%) of the cost thereof. Unless the same may be removed by Lessee without damage to the Premises (in which event Lessee may, at its option, so remove them), all installations, alterations, additions and improvements, including partitions which may have been installed by Lessee, shall remain upon the Premises and shall become Lessor's property, all without compensation, allowance or credit. Lessee's movable equipment and furnishings shall remain Lessee's property, and Lessee shall have the right prior to the end of the Term to remove the same, if no uncured event of default then exists. Lessee's goods, effects, personal property, business and trade fixtures, machinery and equipment not removed at the end of the Term shall be considered abandoned, and Lessor may dispose of the same in such commercially reasonable manner as Lessor deems expedient after ten (10) days' prior written notice to Lessee.
17. **Alterations, Additions, Improvements.** Lessee shall have no right to make changes, additions, material repairs, improvements, or other alterations (collectively, "Alterations") in or to the Premises without the prior written consent of the Lessor. Lessee shall enter into an agreement for the performance of any approved Alterations with such contractors and subcontractors selected by Lessee and approved by Lessor. Lessee's contractors shall obtain, on behalf of Lessee and at Lessee's sole cost and expense, all necessary governmental permits and approvals for the commencement and completion of such Alterations and Lessee shall provide true copies of same to Lessor prior to commencement of such Alterations. All Alterations shall be performed: (i) in accordance with the approved plans, specifications and working drawings; (ii) lien-free and in good and workmanlike manner; (iii) in compliance with all laws, ordinances, rules and regulations of all Governmental Authorities; and (iv) in such manner so as not to materially interfere with the use or occupancy of the Building by any other tenant in the Building or its employees or invitees, nor impose any additional expenses upon, nor delay Lessor in, the maintenance and operation of the Building, nor endanger the health or safety of any party in the Building. Lessee agrees to hold Lessor forever harmless from any and all claims and liabilities of every kind and description, which may arise out of or be, connected in any way with Alterations to the extent such claims and liabilities are not covered by insurance, including Lessor's attorney's fees.
18. **Assignment or Sublease.** Except with the prior written consent of Lessor, which consent Lessor may withhold in its discretion, Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises other than for services which are incidental to office work (e.g., copying, vending machines, etc.), or (v) permit the use of the Premises by any

parties, other than Lessee, its managers, agents, employees, officers, licensees or invitees. Any transfer of the Lease from Lessee by merger, consolidation or dissolution or any change in ownership shall constitute an assignment for purposes of this Section. Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises. Consent by Lessor to one or more assignments or sublettings shall not be a waiver of Lessor's rights as to any subsequent assignments and sublettings. Any approved transfer shall be expressly subject to the terms and conditions of this Lease. In the event of any assignment or subletting, Lessee shall remain fully responsible and liable for the payment of Rent and for compliance with all of Lessee's other obligations under this Lease. If an event of default occurs following any approved transfer, Lessor, in addition to any other available remedies, may collect directly from Lessee's assignee or sublessee all rents becoming due to Lessee and apply such amount against any sums due to Lessor by Lessee. Lessee authorizes and directs any assignee or sublessee to pay rent directly to Lessor upon receipt of notice of default from Lessor. No direct collection by Lessor from any assignee or sublessee shall constitute a novation or a release of Lessee from the performance of its remaining obligations under this Lease, nor shall receipt by Lessor of Rent from any assignee, sublessee or occupant of the Premises be a waiver of the covenant in this Lease prohibiting assignment and subletting.

19. **Insurance.**

- (a) **Casualty Insurance.** During the Term, Lessor shall insure the Building against loss or damage by fire, or other insurable hazards and contingencies, including fire and extended coverage, in the amount of full replacement value, with such coverages and deductibles as are commercially reasonable. Lessor shall not be obligated to insure any furniture, equipment, machinery, goods, or supplies which Lessee may bring or obtain upon the Premises or any leasehold improvements, lighting, partition walls and floor covering which Lessee may construct. If the premiums for any casualty insurance exceed the standard rates because Lessee's operations result in increased premiums, then Lessee shall, promptly upon receipt of appropriate invoices, reimburse Lessor for same. Lessee shall maintain at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on all leasehold improvements and on all of its personal property, including removable trade fixtures, located in the Premises plus such additional insurance as may be required to meet Lessee's obligations under this Section.
- (b) **Liability Insurance.** During the Term, Lessor shall obtain and keep in force comprehensive general liability insurance against claims for personal and bodily injury, death, or property damage occurring upon, in or about the Building with combined single limits of not less than \$1,000,000 for bodily injury and property damage. During the Term, Lessee shall obtain and keep in force, comprehensive general liability insurance against claims for personal and bodily injury, death or property damage occurring upon, in or about the Premises with combined single limits of not less than \$500,000.
- (c) **Insurance Standards; Waiver of Subrogation.** All such policies and renewals thereof as are required in this Section shall name Lessor and Lessee as additional

insureds. All policies of insurance shall provide (i) that no material change or cancellation of said policies shall be made without thirty (30) days's prior written notice to Lessor and Lessee, and (ii) that the insurance company issuing any policies of casualty insurance shall have waived any right of subrogation against Lessor or Lessee. All policies of insurance which are secured by Lessor and Lessee as required by this Lease shall include appropriate deductible amounts. Before Lessee's initial entry into the Premises and thereafter at least thirty (30) days prior to the expiration dates of said policy or policies, both Lessor and Lessee shall provide each to the other copies of policies or certificates of insurance evidencing all coverages required by Lessor or Lessee or either of them by this Lease. All the insurance required under this Lease shall be primary and non-contributory, issued by companies which are rated at least A in Best's Insurance Reports and authorized to do business in North Carolina. Insurance requirements may be reasonably increased from time to time by Lessor in order to protect its interest. Neither Lessor nor Lessee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Premises, the Building or other tangible property of Lessor or Lessee, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents, employees, invitees or contractors, if and to the extent that any such loss or damage is covered by insurance benefiting the party suffering such loss, or the damage or loss was covered by insurance pursuant to this Lease and proceeds from insurance are collectible.

20. **Casualty Damage.** If the Premises shall be damaged by fire or other casualty, Lessee shall give prompt written notice to Lessor. If the Building or any part thereof or access thereto shall be so damaged or destroyed by fire or other casualty such that substantial alteration or reconstruction of the Building and access thereto shall, in the good faith and reasonable determination of Lessor's Architect, be required with such repair taking longer than one hundred eighty (180) days (whether or not the Premises shall have been damaged by such casualty), or in the event of any material uninsured loss to the Building, or in the event of any substantial damage to the Building within the final two (2) years of the Term, Lessor may, at its option, terminate this Lease by notifying Lessee in writing thirty (30) days after the date of such damage. In case the Premises or access to the Premises shall be so damaged by fire or other casualty such that substantial alterations or reconstruction of the Premises shall, in the good faith and reasonable determination of Lessor's Architect, be required, Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor if Lessor (i) has not completed, (ii) cannot complete or (iii) in the opinion of Lessor's Architect, cannot reasonably be expected to complete substantially the making of any required repairs and restorations within one hundred eighty (180) days from the date of such damage or destruction. If neither Lessor nor Lessee elect to terminate this Lease, Lessor shall commence and diligently proceed to restore and repair the Building and the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Lessor's obligation to restore shall not exceed the amount of Lessor's funds (exclusive of State and Federal grants) expended to purchase and restore the Building. When Lessor's work with respect

to such reconstruction or restoration has been completed, Lessee shall complete the restoration of the Premises, including the reconstruction of all leasehold improvements and the restoration of Lessee's furniture and equipment. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage or repair. If the casualty results from the gross negligence or intentional misconduct of Lessee or any of Lessee's agents, employees or invitees, Lessee shall be liable to Lessor for the cost of the repair and restoration of the Building to the extent such cost and expense is not covered by insurance proceeds.

21. **Application of Insurance Proceeds.** If this Lease is terminated by reason of casualty, damage or destruction, each party shall be entitled to retain the insurance proceeds awarded to such party by that party's insurer. If this Lease is not terminated by reason of any such damage or destruction, then all insurance proceeds payable by reason of damage or destruction to the Building or Premises, or access thereto, shall be disbursed to the party making such repairs in a manner reasonably satisfactory to Lessor and Lessee, for use in reconstruction of the Building or Premises, or access thereto. Upon completion of the repairs or reconstruction of such building, any remaining insurance proceeds shall be paid to the parties whose policies provided such proceeds. Lessor's obligations to repair or reconstruct the Building shall be contingent upon whether adequate insurance proceeds are made available under the policies of insurance that Lessor is required to maintain under this Lease.

22. **Default.**
 - (a) Each of the following occurrences relative to Lessee shall constitute an "Event of Default":
 - (i) The failure or refusal by Lessee to make the timely payment of any sums payable under this Lease when and as the same shall become due and payable; or
 - (ii) The failure or refusal by Lessee to maintain the insurance coverage required hereunder; or
 - (iii) The abandonment or vacating a portion or all of the Premises; or
 - (iv) The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Lessee; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or any of Lessee's property; or a proceeding by any governmental authority for the dissolution or liquidation of Lessee; or
 - (v) Failure by Lessee in the performance or compliance with any of the agreements, terms, covenants or conditions provided in this Lease, other than those referred to in (i), (ii), (iii) or (iv) above, for a period of ten (10) days after notice from Lessor to Lessee specifying the items in default; or
 - (vi) The occurrence of any other event herein provided to be an event of default.

This Lease and Term are hereby made subject to the limitation that if and whenever any Event of Default shall occur, Lessor may, at Lessor's option and without order of any court or further written notice to Lessee, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following:

- (i) Terminate this Lease in which event Lessee shall immediately surrender possession of the Premises to Lessor;
 - (ii) Enter upon or take possession of the Premises, securing it against unauthorized entry and expel or remove Lessee and any other occupant therefrom with or without having terminated the Lease;
 - (iii) Alter locks and other security devices at the Premises.
- (b) Exercise by Lessor of any one or more remedies shall not constitute an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Lessor and Lessee.
- (c) If Lessor repossesses the Premises without terminating the Lease, then Lessee shall pay to Lessor all indebtedness accrued to the date of such repossession, which shall be accelerated at such time, plus any other sums required to be paid by Lessee during the remainder of the Term, diminished by any net sums thereafter received by Lessor through reletting the Premises during said period (after deducting expenses incurred by Lessor as provided below). Re-entry by Lessor will not affect the obligations of Lessee for the unexpired Term. Lessee shall not be entitled to any rent obtained by reletting the Premises. Actions to collect amounts due by Lessee may be brought on one or more occasions, without the necessity of Lessor's waiting until expiration of the Term.
- (d) Upon the occurrence of an Event of Default, to the extent the same were not deducted under subparagraph (d) above, Lessee shall also pay to Lessor: the cost of removing from the Premises and storing Lessee's or any other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new lessee or lessees; and all reasonable expenses incurred by Lessor in enforcing Lessor's remedies, including reasonable attorney's fees and court costs.
- (e) Upon termination or repossession of the Premises for an Event of Default, Lessor shall not be obligated to relet or attempt to relet the Premises, or any portion thereof, or to collect rent after reletting, but Lessor shall have the option to relet or attempt to relet. In the event of reletting, Lessor may relet the whole or any portion of the Premises for any period, to any lessee and for any use or purpose.
- (f) If Lessee should fail to make any payment, perform any obligation, or cure any default hereunder, Lessor, without obligation to do so and without thereby waiving such failure or default, may make such payment, perform such obligation, and/or remedy such other default for the account of Lessee (and enter the Premises for such purpose), and Lessee shall pay upon demand all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Lessor in taking such remedial action.

23. **Condemnation**. If all of the Building or Premises or a substantial portion of the Building or Premises is taken under the power of eminent domain, sold under the threat of the

exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Building or Premises shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance or other damages; provided, however, Lessee shall be entitled to the portion of any such award or payment for loss of, or damage to, Lessee's trade fixtures and removable personal property.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Premises or the Building. Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures or removable personal property.

24. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by Lessor or Lessee, neither Lessor nor Lessee shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, fire, earthquakes, floods, acts of Nature, governmental regulations, shortages or delay of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Lessor or Lessee, as applicable (all of which are sometimes referenced collectively in this Agreement as "Force Majeure") excluding however the financial condition or the unavailability or cost of funds of either party.
25. **Acceptance of Premises by Lessee.** Lessee has examined the Premises and has found the same to be suitable for Lessee's intended use. By the execution of this Lease, Lessee shall be deemed to have accepted the premises in as-is condition and acknowledges that Lessor has made no representations or warranties (express or implied, or otherwise) with respect thereto, including, without limitation, a warranty of merchantability or fitness for particular purpose, all of which warranties are expressly disclaimed.
26. **Sale of the Building.** Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder, and the Building and leasehold improvements. Upon the transferee's assumption of Lessor's obligations hereunder, no further liability or obligations shall accrue against Lessor. Any and all covenants of Lessor contained in this Lease shall be binding upon Lessor and its successors only with respect to breaches occurring during its and their respective ownerships of Lessor's interest hereunder.
27. **Notices.** All notices given hereunder shall be made in writing. Such notice shall be deemed given when delivered or deposited in the United States mail, certified, or registered, postage prepaid, addressed to the respective parties at the address shown below unless a different address shall have been provided in writing:

If to Lessor: City of Rocky Mount
331 South Franklin Street
Post Office Box 1180
Rocky Mount, North Carolina 27802-1180
Attn: Property & Risk Manager

If to Lessee: Sandra Taybron
2708 Gary Rd
Rocky Mount, NC 27803

28. **No Waiver.** Neither Lessor's nor Lessee's failure to enforce or delay in exercising any of the provisions, rights or remedies in this Lease shall be a waiver, nor in any way affect the validity of this Lease or any part hereof, or their respective right of Lessor or Lessee to enforce each and every provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Lessor of any payment by Lessee to Lessor at a time when such sum due hereunder is in default shall not be construed as a waiver of such default. The receipt by Lessor of a lesser amount of any sum due shall not be construed to be other than a payment on account which may be applied in such manner as Lessor deems appropriate. No act or thing done by Lessor or its agents or employees during the Term, including acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless signed by Lessor.
29. **Commissions.** Lessor and Lessee shall indemnify and hold each other harmless against any loss, claim, expense, or liability with respect to any commissions or brokerage fees claimed on account of the execution of this Lease due to any action of the indemnifying party.
30. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.
31. **Recordation.** Lessor and Lessee agree not to record this Lease. At Lessee's request and sole cost and expense, the parties shall prepare, execute and record a memorandum hereof, which shall include a summary of such terms of this Lease, as the Lessor and Lessee deem appropriate. This Lease is subject to the North Carolina Public Records Law (Chapter 132 of the North Carolina General Statutes) and to the requirements of North Carolina General Statute §160A-272 with regard to the lease or rental of property.
32. **Binding Effect.** This Lease, including all exhibits attached hereto, shall be binding upon and shall inure to the benefit of the Lessor, its successors and assigns, and to the extent assignment and subletting may be approved by Lessor hereunder, Lessee's successors,

assignees, and sub lessees. Each individual executing this Lease on behalf of the respective parties represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party in accordance with the duly adopted resolution of the Governing Body or Board of Directors of said party and that this Lease is binding upon said party in accordance with its terms.

33. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises. Lessee agrees that Lessor and its agents made no representations or promises with respect to the Premises or the Building, except as herein expressly set forth. Lessee shall make no claim on account of any representations, whether made by any renting agent, broker, officer or other representative of Lessor, or which may be contained in prior discussions, correspondence or other documents.
34. **Amendments.** No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
35. **Counterparts.** This Lease may be executed in counterparts. Each fully executed counterpart shall be an original and it shall not be necessary in making proof of this Lease to produce or account for more than one such counterpart.
36. **Governing Law.** This Lease is declared to be a North Carolina contract, and all of the terms hereof shall be governed by, construed and enforced according to the laws and judicial decisions of the State of North Carolina.
37. **Limits on Certain Liabilities.** Notwithstanding any other provision of this Lease, neither Lessor nor Lessee, nor any director, officer, agent or employee of Lessor or Lessee shall be liable for claims caused by or arising from the actions or omissions of other tenants in or about the Building.
38. **Drafting.** Lessor and Lessee acknowledge that this Lease was negotiated by the parties themselves at arm's length, without counsel, and that no presumptions in favor of or against either party shall apply to the interpretation of this Lease.
39. **Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

CITY OF ROCKY MOUNT

By: _____
C. Saunders Roberson Jr. - Mayor

ATTEST:

Pamela O. Casey - City Clerk

(SEAL)

By: *Sandra Taybron*
Sandra Taybron

NORTH CAROLINA
NASH COUNTY

I, a Notary Public of the County and State aforesaid, certify that Pamela O. Casey personally came before me this day and acknowledged that she is the City Clerk of the **CITY OF ROCKY MOUNT**, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing Lease Agreement was signed in its name by its Mayor and sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

Notar Public

My Commission Expires: _____

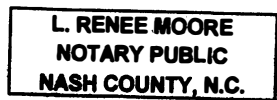
NORTH CAROLINA
NASH COUNTY

I, *L. Renee Moore*, Notary Public of the County and State aforesaid, certify that Sandra Taybron personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the *22* day of *July*, 2022.

L. Renee Moore
Notary Public

My Commission Expires: *3-7-26*



PUBLIC NOTICE
Consider a Resolution Authorizing the Lease or Rental of
The Real Property of the City of Rocky Mount

Publication Dates

8/30/2022

CITY OF ROCKY MOUNT
NOTICE

The public will take notice that the City Council of the City of Rocky Mount will, at its regular meeting to be held October 10, 2022 at 7:00 p.m. consider a resolution authorizing the lease or rental of the real property of the City of Rocky Mount described below:

Suite 324, approximately 1127 square feet on the Third Floor of the Train Station located at the intersection of Hammond Street and Florida Avenue

The City intends to enter into a two (2) year lease with Sandra Taybron for the above-described property:

August 1, 2022 – July 31, 2024 \$3,900 annually

A copy of the proposed lease is available in the Office of the City Clerk during regular business hours.

All persons interested in this lease are invited to attend the meeting of the City Council to be held in the George W. Dudley City Council Chamber on the third floor of the Frederick E. Turnage Municipal Building on Monday, October 10, 2022 at 7:00 p.m. At that time the City Council intends to authorize the lease of the property described above.

*Anyone planning to attend this meeting who will need services to accommodate speech, hearing or visual impairments, should call the City Clerk's office at 972-1319 one week in advance of the meeting so appropriate arrangements can be made.

[TT (TDD) 1-800-735-2962 or
VOICE 1-800-736-8262]

BY ORDER OF THE CITY COUNCIL
Pamela O. Casey, City Clerk
427254 8/30/2022

NORTH CAROLINA
NASH COUNTY

THIS LEASE AGREEMENT (this "Lease"), made and entered into this 1st day of August, 2022 by and between the **CITY OF ROCKY MOUNT**, a North Carolina Municipal Corporation located in Nash and Edgecombe Counties, North Carolina ("Lessor") and **Sandra Taybron** ("Lessee").

W I T N E S S E T H:

WHEREAS, Lessor acquired from CSX Corporation, Inc., the Rocky Mount, North Carolina Railroad Passenger Station Building and adjacent real property (the "Building"), a three story train station and office building located at the intersection of Hammond Street and Florida Avenue in the City of Rocky Mount, Nash County, North Carolina; and

WHEREAS, Lessor has renovated and restored the Building which consists of an Amtrak ticketing office and waiting area on the first floor, and office space available for lease on all three (3) floors; and

WHEREAS, Lessee desires to lease space on the first floor of the Building and Lessor has agreed, subject to the terms of this Lease, to lease such space to Lessee;

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms, and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee does hereby rent and lease from Lessor Room 324 on the third floor of the Building consisting of approximately 1127 square feet of usable space, more or less, restricted to only Sundays, and Wednesdays each week for a total of only 104 Days per year. The space leased to Lessee is hereinafter referred to as the "Premises". Any reference herein to the "Building" means the entire Building including the Premises.

This Lease Agreement is executed upon the following terms and conditions:

1. **Term**. The term of this Lease shall commence on the 1st day of August, 2022 (the "Commencement Date"), and, unless sooner terminated as herein provided, shall exist and continue for a period of five (2) years until the 31st day of July, 2024 (the "Expiration Date"). Either Lessor or Lessee may terminate this Lease upon not less than sixty (60) days prior written notice to the other party. This lease will be renewable with the acceptance of both parties.
2. **Rent**. Lessee shall pay annual rent to Lessor in the amount of \$3,900. The annual rent shall be payable in (12) equal monthly installments of \$325.00 each, in advance, on or before the first day of each calendar month included in the term. The first monthly installment of rent shall be due on or before September 1, 2022.

3. **Security Deposit.** Lessee shall deposit \$325.00 with Lessor as a security deposit to be held as collateral security for the payment of any rentals and other sums of money for which the Lessee shall become liable to the Lessor, and for the faithful performance by the Lessee of all covenants and conditions herein contained. If at any time during the term of this Lease any of the rent herein required to be paid shall be overdue and unpaid, the Lessor may, at its option, appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sum. In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by the Lessee, then Lessor at its option may appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate the Lessor for loss or damage sustained or suffered by Lessor due to such breach on the part of the Lessee. Should the entire deposit, or any portion thereof, be appropriated and applied by the Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of the Lessor, forthwith remit to the Lessor a sufficient amount to restore said security to the original sum of this Lease. Said deposit shall be returned to Lessee at the end of the term of this Lease provided Lessee shall have made all such payments and performed all such covenants and agreements.

5. **Holding Over.** In the event of holding over by the Lessee after expiration or termination of this Lease without the written consent of Lessor, Lessee shall pay Lessor, within thirty (30) days after Lessor's written demand therefore, all damages caused by Lessee's holding over (including, without limitation, all claims for damages by any other tenants to whom the Lessor may have leased the Premises and all losses suffered by Lessor arising out of other agreements concerning the Premises which Lessor is unable to honor, in whole or in part, as a result of Lessee's holding over) and all attorney's fees incurred by Lessor as a result of Lessee's holding over. Any holding over with Lessor's written consent shall constitute a lease from month to month under all the terms and provisions of this Lease.

6. **Late Charges.** If at any time any monetary obligation due hereunder is not received by the due date stated on the monthly invoice and if there is an outstanding unpaid balance for previous month's rent (including dishonored checks), then in addition to the amount owed, Lessee shall pay to Lessor a late charge equal to one and one half percent (1 1/2%) per month of the past due obligation and the returned check fee when applicable. This provision shall not be deemed to condone the late payment of any monetary obligation, and shall not be construed as giving Lessee an option to pay late by paying the late charge. Instead, all funds are due at the times specified in this Lease without any grace period. Failure to pay shall subject Lessee to all applicable default provisions provided hereunder or by law, and Lessor's remedies shall not be abridged by claiming or collecting a late charge.

7. **Use of the Premises.** The Premises are to be used and occupied by Lessee solely as a church meeting space. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the Premises enacted or adopted by every lawful authority having jurisdiction over the same. The Lessee shall fully and properly comply with the local and State laws of North Carolina.

8. **Hallways and Floors.** No nails, hooks, or screws shall be driven into or inserted in the walls of the Premises and no picture, painting, or other decoration (including painting and wallpaper) shall be placed therein or thereon without the prior written approval of Lessor. The wooden floors of the Premises may be covered with rugs selected by Lessee, but no carpet, rugs, or other floor covering shall be attached, in any manner, thereto, nor shall the floors thereof be sanded or refinished or the color thereof be changed without the prior written consent of Lessor.
9. **Rules Governing the Use of the Building and Premises.** The following rules and regulations shall govern the use of the Premises by Lessee:
- (a) No signs, directories, poster, advertisements, or notices shall be painted or affixed on or to the exterior of the Building or Premises or to any of the windows or doors, or in corridors, hallways, or other parts of the Building, except in such color, shape, size, and style, and in such places, as shall be first approved in writing by Lessor in its discretion.
 - (b) Lessee shall not do, or permit anything to be done in or about the Building or Premises, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein or otherwise increase the possibility of fire or other casualty.
 - (c) Lessor shall have the right to prescribe the weight and position of heavy equipment or objects which may overstress any portion of the floor of the Premises. All damage done to the Building by the improper placing of such heavy items shall be repaired at the sole expense of Lessee.
 - (d) Lessee shall cooperate with Lessor and other tenants in keeping the Premises neat and clean.
 - (e) Lessee shall not cause or permit any improper noises in the Building, or allow any unpleasant odors to emanate from the Premises, or otherwise interfere with, injure or annoy in any way other tenants, or persons having business with them. Proper ventilation must be utilized to avoid such odors. Installation of ventilation equipment will be at the expense of the Lessee.
 - (f) No animals (other than Seeing Eye dogs) shall be brought into or kept in or about the Building or Premises.
 - (g) No machinery of any kind, other than that which is subject to normal business practices, such as typewriters, calculators, vending machines, kitchen appliances and business computers, shall be operated on the Premises without the prior written consent of the Lessor, nor shall Lessee use or keep in the Building any inflammable or explosive fluid or substance, or any illuminating materials. No space heaters or fans shall be operated in the Building.
 - (h) No bicycles, motorcycles or similar vehicles will be allowed in the Building.
 - (i) Lessor has the right to evacuate the Building in the event of an emergency or catastrophe or for purposes of conducting emergency preparedness testing.
 - (j) No security system shall be installed in the Premises and no additional locks shall be placed upon any doors without the prior written consent of Lessor. All necessary keys shall be furnished by Lessor, and the same shall then be surrendered upon termination of the Lease. Lessee shall then give Lessor or its agent all relevant

information regarding any Lessee security system which may have been installed in the Premises, including, but not limited to, an explanation of the combination or access code to all locks, keypads and all other security or locking devices on the doors. No duplicates of such keys shall be retained by Lessee or its employees upon termination of this Lease.

- (k) Lessee will not locate furnishings adjacent to mechanical or electrical panels or over air conditioning outlets so as to prevent operating personnel from servicing such units as routine or emergency access may require. Cost of moving such furnishings for Lessor's access shall be at Lessee's cost. Only personnel designated by Lessor may work on the lighting, heating and cooling equipment of the Building.
- (l) No portion of the Building shall be used as an overnight sleeping accommodation.
- (m) Prior written approval, which shall be at Lessor's sole discretion, must be obtained for the installation of window shades, blinds, drapes, or any other window treatment whatsoever. Lessor shall have the right to control all internal lighting that may be visible from the exterior of the Building and shall have the further right to change any approved lighting upon notice to Lessee.
- (n) Smoking is not permitted anywhere in the building at any time.
- (o) No alcoholic beverages of any kind (including beer and wine) shall be sold, consumed, stored, or possessed on the Premises.

10. **Parking.** Lessee, its employees, agents, customers, invitees, and licensees shall have the right to use and occupy parking spaces in Lessor's Station Square Parking Lot located across the street from the Building for parking cars, vans, light trucks, and SUV's ("motor vehicles"). All motor vehicles (including all contents thereof) shall be parked in the spaces at the sole risk of Lessee, its employees, agents, customers, invitees and licensees, it being expressly agreed and understood that Lessor has no duty to insure any of said motor vehicles (including the contents thereof) and that Lessor is not responsible for the protection and security of such persons and vehicles. Lessor shall have no liability whatsoever for any property damage and/or personal injury which might occur as a result of, or in connection with, the parking and use of said motor vehicles in any of the spaces, and Lessee hereby agrees to indemnify and hold Lessor harmless from and against any and all costs, claims, expenses, and/or causes of action which Lessor may incur in connection with or arising out of Lessee's misuse of the spaces pursuant to this Lease. Lessee, its employees, agents, customers, invitees, and licenses shall comply with all rules and regulations established by Lessor governing the use of the parking lot.

11. **Services to be Provided by Lessor and Lessee.**

- (a) **Electrical Supplies.** Lessor shall supply, maintain, and replace all lamps, bulbs, starters and ballasts for all light fixtures in the common areas of the Building and all lamps, bulbs, starters and ballasts for the Building standard ceiling light fixtures in the Premises.
- (b) **Common Area Maintenance.** Lessor shall provide janitorial, routine maintenance, painting and electric lighting maintenance for all common areas of the Building.

12. **Signage and Graphics.** Lessor shall provide and install Lessee's name in Building standard graphics at the entrance to the Building. Any graphics requested by the Lessee beyond those furnished by the Lessor shall conform to the Building standard graphics and shall be approved in writing by Lessor and paid for by the Lessee. All graphics of Lessee visible in or from the common areas of the Building or the exterior of the Premises or the Building shall be subject to Lessor's prior written approval. Lessor, at Lessor's expense, will also identify Lessee in any directory located in the main lobby of the Building and on any other appropriate directory, which may be part of the Building. The space to be made available to Lessee in such directories shall be reasonably proportionate to the space allotted other tenants with similar size rentable area in the Building.
13. **Repairs by Lessor.** Lessor shall keep and maintain the common areas, the plumbing, HVAC, those portions of the electrical system installed or furnished by Lessor, the windows, flooring, and all structural elements of the Premises installed or furnished by Lessor in a good state of repair. Lessee shall promptly notify Lessor of any condition, which requires repair or maintenance. Lessor shall undertake such repairs with due diligence within a reasonable time after written notice from Lessee that such repair is needed. Lessee shall not be required to make structural repairs or repairs to the systems of the Building, but such repairs shall be made by Lessor, unless the repairs were necessitated by the act, omission, accident, negligence, or misconduct of Lessee or its employees, agents, invitees, licensees, or contractors, in which case such repairs shall be made at Lessee's sole cost and expense.
14. **Peaceful Enjoyment.** Lessor warrants and represents to Lessee that Lessee shall and may peacefully have, hold, and enjoy the Premises, subject to the other terms hereof. The parties hereto agree that said letting and hiring is upon and subject to the terms, covenants and conditions herein set forth, and each party covenants, as a material part of the consideration for this Lease, to keep and perform each and all of the terms, covenants, and conditions required to be kept and performed by it, and that this Lease is made upon the condition of such performance.
15. **Hazardous Material.** Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the Premises by Lessee, its agents, employees, contractors, or invitees. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substances pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended (42 U.S.C. §9601 et seq.), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state or federal law. Hazardous Material shall also extend to and include any substance prohibited under standard forms of fire insurance policies.

16. **Condition of Premises at End of Term.** At the end of the Term, by lapse of time or otherwise, Lessee shall deliver the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted. Lessee shall deliver the Premises to Lessor broom clean and in good order and repair except for ordinary wear and tear. If Lessee does not so deliver the Premises, Lessor may restore the Premises to such condition following Lessee's surrender of possession and Lessee shall pay the cost thereof, plus an administrative fee equal to fifteen percent (15%) of the cost thereof. Unless the same may be removed by Lessee without damage to the Premises (in which event Lessee may, at its option, so remove them), all installations, alterations, additions and improvements, including partitions which may have been installed by Lessee, shall remain upon the Premises and shall become Lessor's property, all without compensation, allowance or credit. Lessee's movable equipment and furnishings shall remain Lessee's property, and Lessee shall have the right prior to the end of the Term to remove the same, if no uncured event of default then exists. Lessee's goods, effects, personal property, business and trade fixtures, machinery and equipment not removed at the end of the Term shall be considered abandoned, and Lessor may dispose of the same in such commercially reasonable manner as Lessor deems expedient after ten (10) days' prior written notice to Lessee.
17. **Alterations, Additions, Improvements.** Lessee shall have no right to make changes, additions, material repairs, improvements, or other alterations (collectively, "Alterations") in or to the Premises without the prior written consent of the Lessor. Lessee shall enter into an agreement for the performance of any approved Alterations with such contractors and subcontractors selected by Lessee and approved by Lessor. Lessee's contractors shall obtain, on behalf of Lessee and at Lessee's sole cost and expense, all necessary governmental permits and approvals for the commencement and completion of such Alterations and Lessee shall provide true copies of same to Lessor prior to commencement of such Alterations. All Alterations shall be performed: (i) in accordance with the approved plans, specifications and working drawings; (ii) lien-free and in good and workmanlike manner; (iii) in compliance with all laws, ordinances, rules and regulations of all Governmental Authorities; and (iv) in such manner so as not to materially interfere with the use or occupancy of the Building by any other tenant in the Building or its employees or invitees, nor impose any additional expenses upon, nor delay Lessor in, the maintenance and operation of the Building, nor endanger the health or safety of any party in the Building. Lessee agrees to hold Lessor forever harmless from any and all claims and liabilities of every kind and description, which may arise out of or be, connected in any way with Alterations to the extent such claims and liabilities are not covered by insurance, including Lessor's attorney's fees.
18. **Assignment or Sublease.** Except with the prior written consent of Lessor, which consent Lessor may withhold in its discretion, Lessee shall not voluntarily (i) assign or in any manner transfer this Lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the Premises or any part thereof, (iv) grant any license, concession or other right of occupancy of any portion of the Premises other than for services which are incidental to office work (e.g., copying, vending machines, etc.), or (v) permit the use of the Premises by any

parties, other than Lessee, its managers, agents, employees, officers, licensees or invitees. Any transfer of the Lease from Lessee by merger, consolidation or dissolution or any change in ownership shall constitute an assignment for purposes of this Section. Lessee shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises. Consent by Lessor to one or more assignments or sublettings shall not be a waiver of Lessor's rights as to any subsequent assignments and sublettings. Any approved transfer shall be expressly subject to the terms and conditions of this Lease. In the event of any assignment or subletting, Lessee shall remain fully responsible and liable for the payment of Rent and for compliance with all of Lessee's other obligations under this Lease. If an event of default occurs following any approved transfer, Lessor, in addition to any other available remedies, may collect directly from Lessee's assignee or sublessee all rents becoming due to Lessee and apply such amount against any sums due to Lessor by Lessee. Lessee authorizes and directs any assignee or sublessee to pay rent directly to Lessor upon receipt of notice of default from Lessor. No direct collection by Lessor from any assignee or sublessee shall constitute a novation or a release of Lessee from the performance of its remaining obligations under this Lease, nor shall receipt by Lessor of Rent from any assignee, sublessee or occupant of the Premises be a waiver of the covenant in this Lease prohibiting assignment and subletting.

19. **Insurance.**

- (a) **Casualty Insurance.** During the Term, Lessor shall insure the Building against loss or damage by fire, or other insurable hazards and contingencies, including fire and extended coverage, in the amount of full replacement value, with such coverages and deductibles as are commercially reasonable. Lessor shall not be obligated to insure any furniture, equipment, machinery, goods, or supplies which Lessee may bring or obtain upon the Premises or any leasehold improvements, lighting, partition walls and floor covering which Lessee may construct. If the premiums for any casualty insurance exceed the standard rates because Lessee's operations result in increased premiums, then Lessee shall, promptly upon receipt of appropriate invoices, reimburse Lessor for same. Lessee shall maintain at its expense, in an amount equal to full replacement cost, fire and extended coverage insurance on all leasehold improvements and on all of its personal property, including removable trade fixtures, located in the Premises plus such additional insurance as may be required to meet Lessee's obligations under this Section.
- (b) **Liability Insurance.** During the Term, Lessor shall obtain and keep in force comprehensive general liability insurance against claims for personal and bodily injury, death, or property damage occurring upon, in or about the Building with combined single limits of not less than \$1,000,000 for bodily injury and property damage. During the Term, Lessee shall obtain and keep in force, comprehensive general liability insurance against claims for personal and bodily injury, death or property damage occurring upon, in or about the Premises with combined single limits of not less than \$500,000.
- (c) **Insurance Standards; Waiver of Subrogation.** All such policies and renewals thereof as are required in this Section shall name Lessor and Lessee as additional

insureds. All policies of insurance shall provide (i) that no material change or cancellation of said policies shall be made without thirty (30) days's prior written notice to Lessor and Lessee, and (ii) that the insurance company issuing any policies of casualty insurance shall have waived any right of subrogation against Lessor or Lessee. All policies of insurance which are secured by Lessor and Lessee as required by this Lease shall include appropriate deductible amounts. Before Lessee's initial entry into the Premises and thereafter at least thirty (30) days prior to the expiration dates of said policy or policies, both Lessor and Lessee shall provide each to the other copies of policies or certificates of insurance evidencing all coverages required by Lessor or Lessee or either of them by this Lease. All the insurance required under this Lease shall be primary and non-contributory, issued by companies which are rated at least A in Best's Insurance Reports and authorized to do business in North Carolina. Insurance requirements may be reasonably increased from time to time by Lessor in order to protect its interest. Neither Lessor nor Lessee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to the Premises, the Building or other tangible property of Lessor or Lessee, or any resulting loss of income, or losses under worker's compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents, employees, invitees or contractors, if and to the extent that any such loss or damage is covered by insurance benefiting the party suffering such loss, or the damage or loss was covered by insurance pursuant to this Lease and proceeds from insurance are collectible.

20. **Casualty Damage.** If the Premises shall be damaged by fire or other casualty, Lessee shall give prompt written notice to Lessor. If the Building or any part thereof or access thereto shall be so damaged or destroyed by fire or other casualty such that substantial alteration or reconstruction of the Building and access thereto shall, in the good faith and reasonable determination of Lessor's Architect, be required with such repair taking longer than one hundred eighty (180) days (whether or not the Premises shall have been damaged by such casualty), or in the event of any material uninsured loss to the Building, or in the event of any substantial damage to the Building within the final two (2) years of the Term, Lessor may, at its option, terminate this Lease by notifying Lessee in writing thirty (30) days after the date of such damage. In case the Premises or access to the Premises shall be so damaged by fire or other casualty such that substantial alterations or reconstruction of the Premises shall, in the good faith and reasonable determination of Lessor's Architect, be required, Lessee shall have the right to terminate this Lease upon thirty (30) days prior written notice to Lessor if Lessor (i) has not completed, (ii) cannot complete or (iii) in the opinion of Lessor's Architect, cannot reasonably be expected to complete substantially the making of any required repairs and restorations within one hundred eighty (180) days from the date of such damage or destruction. If neither Lessor nor Lessee elect to terminate this Lease, Lessor shall commence and diligently proceed to restore and repair the Building and the Premises to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Lessor's obligation to restore shall not exceed the amount of Lessor's funds (exclusive of State and Federal grants) expended to purchase and restore the Building. When Lessor's work with respect

to such reconstruction or restoration has been completed, Lessee shall complete the restoration of the Premises, including the reconstruction of all leasehold improvements and the restoration of Lessee's furniture and equipment. Lessor shall not be liable for any inconvenience or annoyance to Lessee or injury to the business of Lessee resulting in any way from such damage or repair. If the casualty results from the gross negligence or intentional misconduct of Lessee or any of Lessee's agents, employees or invitees, Lessee shall be liable to Lessor for the cost of the repair and restoration of the Building to the extent such cost and expense is not covered by insurance proceeds.

21. **Application of Insurance Proceeds.** If this Lease is terminated by reason of casualty, damage or destruction, each party shall be entitled to retain the insurance proceeds awarded to such party by that party's insurer. If this Lease is not terminated by reason of any such damage or destruction, then all insurance proceeds payable by reason of damage or destruction to the Building or Premises, or access thereto, shall be disbursed to the party making such repairs in a manner reasonably satisfactory to Lessor and Lessee, for use in reconstruction of the Building or Premises, or access thereto. Upon completion of the repairs or reconstruction of such building, any remaining insurance proceeds shall be paid to the parties whose policies provided such proceeds. Lessor's obligations to repair or reconstruct the Building shall be contingent upon whether adequate insurance proceeds are made available under the policies of insurance that Lessor is required to maintain under this Lease.

22. **Default.**
 - (a) Each of the following occurrences relative to Lessee shall constitute an "Event of Default":
 - (i) The failure or refusal by Lessee to make the timely payment of any sums payable under this Lease when and as the same shall become due and payable; or
 - (ii) The failure or refusal by Lessee to maintain the insurance coverage required hereunder; or
 - (iii) The abandonment or vacating a portion or all of the Premises; or
 - (iv) The filing or execution or occurrence of a petition in bankruptcy or other insolvency proceeding by or against Lessee; or petition or answer seeking relief under any provision of the Bankruptcy Act; or an assignment for the benefit of creditors or composition; or a petition or other proceeding by or against the Lessee for the appointment of a trustee, receiver, or liquidator of Lessee or any of Lessee's property; or a proceeding by any governmental authority for the dissolution or liquidation of Lessee; or
 - (v) Failure by Lessee in the performance or compliance with any of the agreements, terms, covenants or conditions provided in this Lease, other than those referred to in (i), (ii), (iii) or (iv) above, for a period of ten (10) days after notice from Lessor to Lessee specifying the items in default; or
 - (vi) The occurrence of any other event herein provided to be an event of default.

This Lease and Term are hereby made subject to the limitation that if and whenever any Event of Default shall occur, Lessor may, at Lessor's option and without order of any court or further written notice to Lessee, in addition to all other remedies given hereunder or by law or equity, do any one or more of the following:

- (i) Terminate this Lease in which event Lessee shall immediately surrender possession of the Premises to Lessor;
 - (ii) Enter upon or take possession of the Premises, securing it against unauthorized entry and expel or remove Lessee and any other occupant therefrom with or without having terminated the Lease;
 - (iii) Alter locks and other security devices at the Premises.
- (b) Exercise by Lessor of any one or more remedies shall not constitute an acceptance of surrender of the Premises by Lessee, whether by agreement or by operation of law, it being understood that such surrender can be affected only by the written agreement of Lessor and Lessee.
- (c) If Lessor repossesses the Premises without terminating the Lease, then Lessee shall pay to Lessor all indebtedness accrued to the date of such repossession, which shall be accelerated at such time, plus any other sums required to be paid by Lessee during the remainder of the Term, diminished by any net sums thereafter received by Lessor through reletting the Premises during said period (after deducting expenses incurred by Lessor as provided below). Re-entry by Lessor will not affect the obligations of Lessee for the unexpired Term. Lessee shall not be entitled to any rent obtained by reletting the Premises. Actions to collect amounts due by Lessee may be brought on one or more occasions, without the necessity of Lessor's waiting until expiration of the Term.
- (d) Upon the occurrence of an Event of Default, to the extent the same were not deducted under subparagraph (d) above, Lessee shall also pay to Lessor: the cost of removing from the Premises and storing Lessee's or any other occupant's property; the cost of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new lessee or lessees; and all reasonable expenses incurred by Lessor in enforcing Lessor's remedies, including reasonable attorney's fees and court costs.
- (e) Upon termination or repossession of the Premises for an Event of Default, Lessor shall not be obligated to relet or attempt to relet the Premises, or any portion thereof, or to collect rent after reletting, but Lessor shall have the option to relet or attempt to relet. In the event of reletting, Lessor may relet the whole or any portion of the Premises for any period, to any lessee and for any use or purpose.
- (f) If Lessee should fail to make any payment, perform any obligation, or cure any default hereunder, Lessor, without obligation to do so and without thereby waiving such failure or default, may make such payment, perform such obligation, and/or remedy such other default for the account of Lessee (and enter the Premises for such purpose), and Lessee shall pay upon demand all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Lessor in taking such remedial action.

23. **Condemnation**. If all of the Building or Premises or a substantial portion of the Building or Premises is taken under the power of eminent domain, sold under the threat of the

exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Building or Premises shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance or other damages; provided, however, Lessee shall be entitled to the portion of any such award or payment for loss of, or damage to, Lessee's trade fixtures and removable personal property.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Premises or the Building. Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures or removable personal property.

24. **Force Majeure.** Whenever a period of time is prescribed for the taking of any action by Lessor or Lessee, neither Lessor nor Lessee shall be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, fire, earthquakes, floods, acts of Nature, governmental regulations, shortages or delay of labor or materials, war, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Lessor or Lessee, as applicable (all of which are sometimes referenced collectively in this Agreement as "Force Majeure") excluding however the financial condition or the unavailability or cost of funds of either party.
25. **Acceptance of Premises by Lessee.** Lessee has examined the Premises and has found the same to be suitable for Lessee's intended use. By the execution of this Lease, Lessee shall be deemed to have accepted the premises in as-is condition and acknowledges that Lessor has made no representations or warranties (express or implied, or otherwise) with respect thereto, including, without limitation, a warranty of merchantability or fitness for particular purpose, all of which warranties are expressly disclaimed.
26. **Sale of the Building.** Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder, and the Building and leasehold improvements. Upon the transferee's assumption of Lessor's obligations hereunder, no further liability or obligations shall accrue against Lessor. Any and all covenants of Lessor contained in this Lease shall be binding upon Lessor and its successors only with respect to breaches occurring during its and their respective ownerships of Lessor's interest hereunder.
27. **Notices.** All notices given hereunder shall be made in writing. Such notice shall be deemed given when delivered or deposited in the United States mail, certified, or registered, postage prepaid, addressed to the respective parties at the address shown below unless a different address shall have been provided in writing:

If to Lessor: City of Rocky Mount
331 South Franklin Street
Post Office Box 1180
Rocky Mount, North Carolina 27802-1180
Attn: Property & Risk Manager

If to Lessee: Sandra Taybron
2708 Gary Rd
Rocky Mount, NC 27803

28. **No Waiver.** Neither Lessor's nor Lessee's failure to enforce or delay in exercising any of the provisions, rights or remedies in this Lease shall be a waiver, nor in any way affect the validity of this Lease or any part hereof, or their respective right of Lessor or Lessee to enforce each and every provision, right or remedy. No waiver of any breach of this Lease shall be held to be a waiver of any other or subsequent breach. The receipt by Lessor of any payment by Lessee to Lessor at a time when such sum due hereunder is in default shall not be construed as a waiver of such default. The receipt by Lessor of a lesser amount of any sum due shall not be construed to be other than a payment on account which may be applied in such manner as Lessor deems appropriate. No act or thing done by Lessor or its agents or employees during the Term, including acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless signed by Lessor.
29. **Commissions.** Lessor and Lessee shall indemnify and hold each other harmless against any loss, claim, expense, or liability with respect to any commissions or brokerage fees claimed on account of the execution of this Lease due to any action of the indemnifying party.
30. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforceable to the extent permitted by law.
31. **Recordation.** Lessor and Lessee agree not to record this Lease. At Lessee's request and sole cost and expense, the parties shall prepare, execute and record a memorandum hereof, which shall include a summary of such terms of this Lease, as the Lessor and Lessee deem appropriate. This Lease is subject to the North Carolina Public Records Law (Chapter 132 of the North Carolina General Statutes) and to the requirements of North Carolina General Statute §160A-272 with regard to the lease or rental of property.
32. **Binding Effect.** This Lease, including all exhibits attached hereto, shall be binding upon and shall inure to the benefit of the Lessor, its successors and assigns, and to the extent assignment and subletting may be approved by Lessor hereunder, Lessee's successors,

assignees, and sub lessees. Each individual executing this Lease on behalf of the respective parties represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party in accordance with the duly adopted resolution of the Governing Body or Board of Directors of said party and that this Lease is binding upon said party in accordance with its terms.

33. **Entire Agreement.** This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises. Lessee agrees that Lessor and its agents made no representations or promises with respect to the Premises or the Building, except as herein expressly set forth. Lessee shall make no claim on account of any representations, whether made by any renting agent, broker, officer or other representative of Lessor, or which may be contained in prior discussions, correspondence or other documents.
34. **Amendments.** No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.
35. **Counterparts.** This Lease may be executed in counterparts. Each fully executed counterpart shall be an original and it shall not be necessary in making proof of this Lease to produce or account for more than one such counterpart.
36. **Governing Law.** This Lease is declared to be a North Carolina contract, and all of the terms hereof shall be governed by, construed and enforced according to the laws and judicial decisions of the State of North Carolina.
37. **Limits on Certain Liabilities.** Notwithstanding any other provision of this Lease, neither Lessor nor Lessee, nor any director, officer, agent or employee of Lessor or Lessee shall be liable for claims caused by or arising from the actions or omissions of other tenants in or about the Building.
38. **Drafting.** Lessor and Lessee acknowledge that this Lease was negotiated by the parties themselves at arm's length, without counsel, and that no presumptions in favor of or against either party shall apply to the interpretation of this Lease.
39. **Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

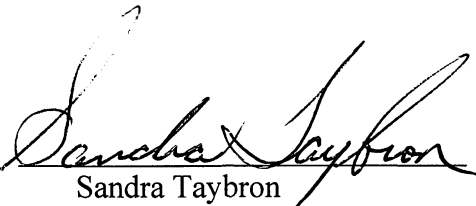
CITY OF ROCKY MOUNT

By: _____
C. Saunders Roberson Jr. - Mayor

ATTEST:

Pamela O. Casey - City Clerk

(SEAL)

By: 
Sandra Taybron

NORTH CAROLINA
NASH COUNTY

I, a Notary Public of the County and State aforesaid, certify that Pamela O. Casey personally came before me this day and acknowledged that she is the City Clerk of the **CITY OF ROCKY MOUNT**, a North Carolina municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing Lease Agreement was signed in its name by its Mayor and sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and official stamp or seal, this the _____ day of _____, 2022.

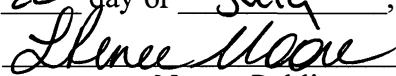
Notary Public

My Commission Expires: _____

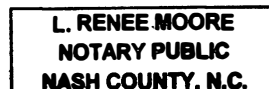
NORTH CAROLINA
NASH COUNTY

I, L. Renee Moore, Notary Public of the County and State aforesaid, certify that Sandra Taybron personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this the 22 day of July, 2022.


Notary Public

My Commission Expires: 3-7-26



RESOLUTION AUTHORIZING THE LEASE OF CERTAIN PROPERTY

WHEREAS, the City Council of the City of Rocky Mount has determined that the real property of the City described below will not be needed by the City for a period of 2 years (August 1, 2022 through July 31, 2024):

Suite 324, approximately 1127 square feet on the Third Floor of the Train Station located at the intersection of Hammond Street and Florida Avenue

WHEREAS, the City Council desires to lease or rent the real property of the City described above; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Rocky Mount that:

1. The following described property is hereby declared to be surplus to the needs of the City:

Suite 324, approximately 1127 square feet on the Third Floor of the Train Station located at the intersection of Hammond Street and Florida Avenue - lease is restricted to use on Wednesdays and Sundays

2. The Mayor is hereby authorized to execute a lease agreement for the real property of the City described above.
3. Annual lease payment for the real property of the City of Rocky Mount described above shall be as follows:

\$325 per month (\$3,900 annually)

ADOPTED: 09-26-2022

City Clerk