

# FORSYTH COUNTY

## BOARD OF COMMISSIONERS

MEETING DATE: December 3, 2020

AGENDA ITEM NUMBER: 18

**SUBJECT:** RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND MOJI COFFEE AND MORE FOR LEASE OF COUNTY OWNED PROPERTY LOCATED AT 660 WEST FIFTH STREET, WINSTON-SALEM, N.C.

**COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:** Recommend Approval

**SUMMARY OF INFORMATION:** See Attached

ATTACHMENTS:  YES  NO

SIGNATURE:

*f. Dudley Watts, Jr. /AMS*  
COUNTY MANAGER

DATE: November 30, 2020

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND MOJI COFFEE AND MORE FOR LEASE OF COUNTY OWNED PROPERTY LOCATED AT 660 WEST FIFTH STREET, WINSTON-SALEM, N.C.**

**WHEREAS**, Forsyth County owns real property located at 660 West Fifth Street, Winston-Salem, N.C. and proposes to lease approximately 600 square feet of café and concessions space located on the first floor to MOJI Coffee and More for a forty-two month term beginning January 1, 2021 and ending June 30, 2024, at an annual rental amount of \$1.00; and

**WHEREAS**, MOJI Coffee and More desires to execute a forty-two month lease agreement with Forsyth County to operate a coffee shop with the mission of providing training and employment services for individuals with developmental disabilities, and is agreeable to the terms set forth on the attached agreement which is incorporated herein by reference; and

**WHEREAS**, pursuant to the provisions of N.C.G.S. 160A-272, a thirty-day notice has been given by publication describing the property to be leased or rented, stating the annual rental or lease payments and announcing the Forsyth County Board of Commissioners' intent to authorize the lease or rental at its December 3, 2020 regular meeting; and

**WHEREAS**, the above-described property will not be needed by Forsyth County for County purposes during the term of the proposed lease; and

**NOW, THEREFORE, BE IT RESOLVED** by the Forsyth County Board of Commissioners that the above-described property will not be needed by Forsyth County during the time of the proposed lease.

**BE IT FURTHER RESOLVED** by the Forsyth County Board of Commissioners that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the above-described Lease Agreement, on behalf of Forsyth County, with MOJI Coffee and More, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this 3<sup>rd</sup> day of December 2020.

## LEASE AGREEMENT

THIS AGREEMENT, made and entered into on January 1, 2021, by and between Forsyth County ("Landlord"), a political subdivision of the State of North Carolina, and MOJI Coffee and More ("Tenant"), a North Carolina non-profit corporation;

For the purpose and subject to the terms and conditions hereinafter set forth, the parties agree that Landlord shall lease to Tenant the properties hereinafter set forth.

### 1. PREMISES

Landlord, for and in consideration of the rents, conditions, and consideration hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases to Tenant approximately six hundred (600) square feet of area within the Central Library Building located at 660 West Fifth Street, Winston-Salem, North Carolina, as shown in Exhibit A, attached hereto and incorporated herein by reference (hereinafter called the "Premises").

As part of the Premises, the Landlord will provide at the Landlord's sole discretion, the following equipment for Tenant's use during the Term of this Agreement: a service counter, refrigerated display units, a 240 volt outlet, storage cabinets, sink, work area, storage room with a refrigerator and additional items as outlined in Exhibit B. Tenant accepts the conditions of the Premises AS-IS.

### 2. TERM

The Tenant shall have and hold the Premises for a term of forty-two months beginning on January 1, 2021 and ending on June 30, 2024, unless sooner terminated as hereinafter provided. Notwithstanding anything to the contrary herein, either party may terminate the Agreement, for any reason or for no reason, by providing written notice of at least 30 days.

### 3. RENTAL

Tenant agrees to pay Landlord without demand, deduction or set-off, an annual rental for the Premises of one dollar (\$1) due the first day of each annual term. Tenant may prepay rent.

### 4. LATE CHARGES

N/A

### 5. UTILITIES

Landlord shall be responsible for providing electric, water, storm water, sewer, and gas service to the Premises. Tenant shall be responsible for providing its own telephone, computer and internet service. However, Tenant may use the facility's existing Wi-Fi internet connection for Tenant's operations as such is available to the Premises. Landlord makes no representation of the facility's Wi-Fi internet connection functionality.

6. USE OF PREMISES

The Premises shall be used solely for the purpose of providing coffee shop services, with the Tenant's mission being to offer training and supportive employment services for persons with developmental disabilities, at the Forsyth County Central Library in accordance with a resolution approved by the Forsyth County Board of Commissioners at its December 3, 2020 meeting. The Premises shall not be used for any illegal purposes, housing of staff or clientele, or in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. Additionally, no food shall be prepared on Premises and all deliveries to the Premises will be received from the basement parking area and elevator bank. Deliveries are to be received in a manner that does not disturb or hinder Landlord's operation of the building as a Public Library. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase. This Lease shall be terminated immediately if the Premises are no longer used for the purpose set forth herein.

The Hours of Operation for the Coffee Shop shall follow the Central Library's operating hours of:

Monday – Wednesday	10am – 7pm
Thursday – Friday	10am – 6pm
Saturday	10am – 2pm

Tenant shall operate the Coffee Shop only during the Central Library's operating hours. Tenant retains the ability to change the Coffee Shop Hours of Operation upon prior written approval from the Forsyth County Library Director or his/her designee, provided that Tenant's Hours of Operation shall not extend beyond the Central Library's operating hours at any point during the Term. Tenant also may, with the Library Director or his/her designee's prior written approval, which may be withheld in his/her sole discretion, adjust Hours of Operation to operate during special events hosted by the Central Library.

7. INDEMNITY; INSURANCE

Tenant agrees to and hereby does indemnify and hold Landlord harmless against all claims for damages to Customers or property by reason of Tenant's use or occupancy of the Premises, and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. For the purposes of this section, "Customers" are defined as patrons of the Library, their family members, or cohorts, who utilize, or intend to utilize the commercial services of Tenant. Individuals not intending to utilize the services of Tenant are not considered Customers ("Non-Customers"), and are therefore not subject to Tenant's indemnification of any claims based on Non-Customer's

occupancy of the Premises. Supplementing the foregoing and in addition thereto, Tenant shall during the term of this Lease and any extension or renewal thereof, and at Tenant's expense, maintain in full force the following insurance coverage:

A. Commercial General Liability Insurance. The Tenant shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than three times the occurrence limit. Such insurance shall:

1. Include the County, its officials, officers, and employees as additional insureds with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

The requirements of this section may be satisfied by a combination of self-insurance and Excess Liability insurance.

B. Commercial Property Insurance. The Landlord is responsible for maintaining property insurance for the building located at 660 West Fifth Street. The Tenant is solely responsible for maintaining insurance coverage for any improvements made to the building by the Tenant and any business personal property of the Tenant. In no event will the Landlord be required to repair or replace any improvements or personal property owned by the Tenant, its employees, or contractors.

C. Workers Compensation Insurance and Business Automobile Liability Insurance. To the extent required by North Carolina law, or by any other applicable federal, state, or local law or rule, Tenant shall maintain workers compensation insurance and business automobile liability insurance.

D. Other Insurance Requirements. The Tenant shall:

1. Furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section.
2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.

4. Maintain such insurance from the time the lease commences until the lease is terminated.

5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A: VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.

The Tenant understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

**8. SERVICES BY LANDLORD**

Landlord agrees to let Tenant use Landlord owned furniture, fixtures, and equipment as outlined in Exhibit B. Additionally, Landlord is responsible for routine maintenance, repairs, and replacements necessitated by routine use of the equipment and fixtures, which are provided by the Landlord for the Tenant's use. Routine maintenance and repairs will be rendered at the Landlord's sole discretion. Landlord will replace equipment and fixtures purchased by Landlord for Tenant's operations upon the end of the equipment and/or fixture's useful life, at the Landlord's sole discretion. Tenant will be responsible for replacing equipment or fixtures damaged and/or destroyed due to Tenant's negligence, willful wrong doing, or misuse.

Landlord agrees to provide the following personnel and operational cost support to the Tenant during the Term of this agreement:

**Personnel Cost Support:**

January 1, 2021 – December 31, 2021	Up to a not-to-exceed amount of \$26,377.47 <i>Includes a 2.7% performance adjustment over the previous agreement's amount</i>
January 1, 2022 – December 31, 2022	Up to a not-to-exceed amount of \$27,089.66 <i>Includes a 2.7% performance adjustment over the previous year's amount</i>
January 1, 2023 – December 31, 2023	Up to a not-to-exceed amount of \$27,821.08 <i>Includes a 2.7% performance adjustment over the previous year's amount</i>
January 1, 2024 – June 30, 2024	Up to a not-to-exceed amount of \$28,572.25 <i>Includes a 2.7% performance adjustment over the previous year's amount</i>

Tenant shall invoice the Landlord at the end of each month for personal cost expenditures during said month.

**Operational Cost Support:**

January 1, 2021 – December 31, 2021	\$4,000.00 in January 2021	\$4,000.00 in June 2021
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January 1, 2022 – December 31, 2022	\$3,000.00 in January 2022	\$3,000.00 in June 2022
January 1, 2023 – December 31, 2023	\$2,000.00 in January 2023	\$2,000.00 in June 2023
January 1, 2024 – June 30, 2024	\$2,000.00 in January 2024	

Landlord agrees to keep in good repair the Premises, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. Landlord shall provide reasonable building maintenance services, provided that Landlord shall not maintain any property belonging to Tenant or provided or altered by Tenant. Landlord agrees to replace any Landlord-owned equipment or fixtures, at the Landlord's sole discretion, during the term of the Lease so long as the damage was not caused by Tenant's misuse, negligence or willful wrongdoing or those of its customers. Landlord, in its sole discretion, will select replacement appliances, fixtures, and equipment. Landlord shall not be responsible for any consequential damages to Tenant's business due to failure of equipment, delay in replacement of equipment, or repairs to the Premises.

Landlord shall maintain the grounds surrounding the building, including paving, the mowing of the grass, care of shrubs, general landscaping and snow removal as scheduled by Landlord. Landlord shall provide various scheduled janitorial services for the Premises as such are currently provided to the facility, provided that the Landlord shall not be responsible for housekeeping services rendered necessary by the Tenant's operations. Landlord is not responsible for any damage to the Premises by Tenant. Landlord will provide routine security services to the Premises, as such are currently provided to the facility. Tenant shall promptly report in writing to Landlord any defective condition known to it, which the Landlord is required to repair.

**9. REPAIRS BY TENANT**

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant agrees to return the Premises to the Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

Tenant is responsible for providing any furniture, fixture, and/or equipment not provided by Landlord as specified in Exhibit B. Tenant is responsible for maintenance, repairs, and replacement of all Tenant's personal property and equipment purchased by the Tenant.

Tenant is responsible for daily and routine cleaning of all equipment and fixtures, whether purchased by the Landlord or Tenant. Tenant shall be responsible for providing daily and routine housekeeping services to the Premises as such are rendered necessary by the Tenant's operations as well as trash disposal services to the leased Premises.

#### 10. ALTERATIONS

Tenant shall not make any alterations, additions, or improvements to the Premises without the Landlord's Representative's (the General Services Director) prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's Representative's (the General Services Director) written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord's Representative (the General Services Director) free of any liens or encumbrances. Landlord's Representative (the General Services Director) may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, at the Tenant's sole expense. All alterations, additions and improvements which Landlord's Representative (the General Services Director) has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any Tenant-owned machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's sole expense, any damage to the Premises caused by the removal of any such machinery or equipment.

#### 11. REMOVAL OF FIXTURES

Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all Tenant-owned fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal, at the Tenant's sole expense.

#### 12. DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. Tenant is responsible for insuring its personal property stored on the Premises, and Landlord shall not be responsible for any damage or loss to Tenant's property.

#### 13. GOVERNMENTAL ORDERS



Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy.

#### 14. CONDEMNATION

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority.

#### 15. ASSIGNMENT AND SUBLETTING

Tenant shall not assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant.

#### 16. EVENTS OF DEFAULT

To the extent allowed by law, the happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### 17. REMEDIES UPON DEFAULT

Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law; (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default with five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing

any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within thirty (30) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease (if Tenant has failed to cure such default after receiving 30 days written notice) by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default (if Tenant has failed to cure such default after 30 days written notice), Landlord may, with or without terminating this Lease, re-let the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlords for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection. Upon the occurrence of an Event of Default not timely cured as set forth in this paragraph, Landlord may suspend its obligations under this agreement, including, without limitation, any obligations to make payments under this agreement for Personnel Cost Support or Operational Cost Support, and may seek to recover all damages incurred as a result of the Event of Default, including but not limited to the pro rata share of any payments made for services rendered after the Event of Default.

#### 18. EXTERIOR SIGNS

Tenant shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord's General Services Director. Tenant shall place no signs on the Premises or anywhere within the interior of the facility without written consent of the Landlord's Deputy County Manager. Any and all signs approved for use by the Landlord shall be maintained by the Tenant in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

#### 19. PARKING

Tenant shall be entitled to use parking spaces as available in the lots serving the Premises.

#### 20. LANDLORD'S ENTRY OF PREMISES

Landlord may advertise the Premises For Rent or For Sale. Landlord may enter the Premises at any time necessary and at reasonable hours to exhibit the Premises to prospective purchasers or tenants, to inspect the Premises to ensure Tenant abides by requirements and responsibilities included herein, and to make repairs required of Landlord or to provide services under the terms hereof or to make repairs to Landlord's adjoining property, if any.

21. EFFECT OF TERMINATION OF LEASE

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

22. MORTGAGEE'S RIGHTS

Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

23. QUIET ENJOYMENT

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Notwithstanding anything to the contrary herein, in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

24. HOLDING OVER

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's Representative's (the County Manager) acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's Representative's (the County Manager) acquiescence, Tenant shall be a tenant at sufferance and commencing on the fraction thereof during which Tenant so remains in possession of the premises, be twice the market rent reasonably attributable to the leased premises.

25. RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

#### 26. WAIVER OF RIGHTS

No failure of Landlord or Tenant to exercise any power given hereunder or to insist upon strict compliance of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's or Tenant's right to demand exact compliance with the terms hereof.

#### 27. ENVIRONMENTAL LAWS

Tenant shall be liable for all environmental damage, liability or cost, including reasonable attorney's fees, arising out of Tenant's use of the Premises and shall defend and hold Landlord harmless from any claims or actions relating to environmental damage, spills, exposure or other effects caused by Tenant within the Premises. Tenant shall comply with all federal, state, and local laws, ordinances, and regulations. Tenant shall not bring unto the Premises any Hazardous Materials without the prior written approval by Landlord's Representative, the General Services Director. Any approval must be preceded by submission to Landlord's Representative, the General Services Director, of appropriate Material Safety Data Sheets (MSDS Sheets). In the event of approval by Landlord's Representative, the General Services Director, Tenant covenants that it comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all applicable laws.

#### 28. TIME OF ESSENCE

Time is of the essence in this Lease.

#### 29. ABANDONMENT

Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

30. DEFINITIONS

"Landlord" as used in this Lease shall include the undersigned, its representatives, assigns, and successors in title to the Premises. "Tenant" shall include the undersigned and its representatives, assigns and successors. "Landlord" and "Tenant", include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

31. NOTICES

Except for notices provided in sections 6 (Use of Premises) and 18 (Exterior Signs), which may be transmitted and received by e-mail, all notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid.

Notices to Tenant shall be delivered or sent to the following address:

MOJI Coffee and More  
690 Trade St. NW  
Winston-Salem, NC 27101

With a copy to:

Bailey Liipfert, Esquire  
Liipfert Law Group  
380 Knollwood St., #210  
Winston-Salem, NC 27103

Notice to Landlord shall be delivered or sent to the following address:

Dudley Watts, County Manager  
Forsyth County Government Center  
201 N. Chestnut St.  
Winston-Salem, NC 27101

With copies to:

Property Manager  
Forsyth County Government Center  
201 N. Chestnut St.  
Winston-Salem, NC 27101

&

Library Director  
Forsyth County Central Library  
660 W. Fifth St.  
Winston-Salem, NC 27101

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

32. ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

33. AUTHORIZED LEASE EXECUTION

Each individual executing this Lease as director, officer, partner, member or agent of a corporation, limited liability company, or partnership represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

34. TRANSFER OF LANDLORD'S INTEREST

In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

35. MEMORANDUM OF LEASE

Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such Memorandum of Lease shall be borne by the party requesting execution of same.

36. GOVERNING LAW

This Agreement is governed by the laws of North Carolina, except that provisions relating to conflict of laws shall not apply.

37. EXHIBITS

Exhibit A, a drawing that shows the Premises described in Section 1 hereinabove, is incorporated herein by reference. Exhibit B, a listing of Landlord owned furniture, fixtures, and equipment available for Tenant use is incorporated for reference. Exhibit C, a listing of Building Rules and Regulations. **If there is any discrepancy between the Exhibits and any other provision of this Agreement, such other provision of this Agreement shall govern.**

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have set their hands and seals as of the day and year first above written.

**FORSYTH COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
J. Dudley Watts, Jr., County Manager

ATTEST:

\_\_\_\_\_  
Ashleigh M. Sloop, Clerk to the Board

(SEAL)

**MOJI COFFEE AND MORE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



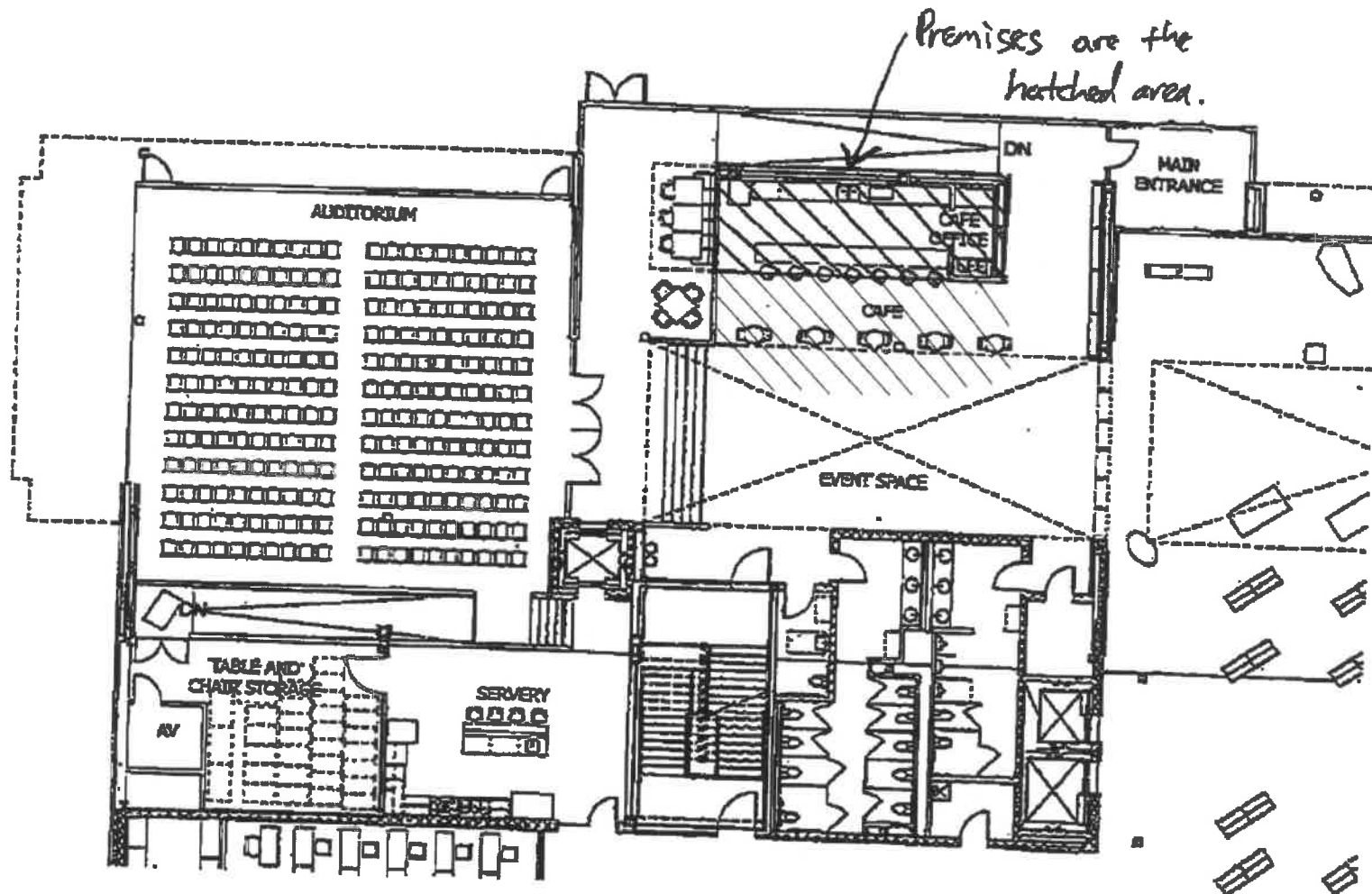


Exhibit A

Forsyth County Central Library  
ENLARGED FIRST FLOOR PLAN

## **Exhibit B**

### **Landlord Owned Furniture, Fixtures, and Equipment Available for Tenant Use**

- Elektra KUP3BCB Three Group Automatic Espresso Machine Silver Exterior 220V (Serial No.150032)
- Compak E8 OD Essential On Demand Digital Doserless Espresso Grinder 83 mm Flat Burrs Matte Black Exterior 120V (Serial No. 593940)
- Compak K6 Touch Advanced Doserless Espresso Grinder 58 mm Flat Burrs Black Exterior 120V (Serial No. 589915)
- Bunn G3 HD Heavy Duty Grinder 3 lb. Hopper 120V (Serial No. G300066863)
- Blendtec C825C11Q-B1GB1D Connoisseur 825 Quiet Series Blender Includes 2 96 oz. WildSide Jars & 3Years Parts & Labor Warranty (Serial No. C825C11Q-105952)
- Fetco CBS-2131-XTS E213153 3 Liter Single Coffee Extractor Brewing System with Plastic Brew Basket & Touchscreen Operation 120V (Serial No. 21315320177080)
- Everpure Brewer Filtration System (EV9256-18 & EV9617-21) QL-1 Single Filter Head & 4CB5-S Filter Cartridge
- Filter Express EM2 EspressoMate Dual, Quick Change FXP Water Conditioning System, Cartridge Style Water Softener Designed Specifically for Espresso Machines
- (2) Lever-Action Stainless Steel Lined 2.2 Liter Airpot
- Corner Tamping Mat 5" x 12"
- Stainless Steel Professional Milk Steaming Pitcher 16.9 oz. Gunmetal Gray
- Motta Red Wood Handle Stainless Steel Tamp 58 mm
- Basic Heavy Duty Stainless Steel Knock Box Set 6.25" x 6.5" Powder Coated Stainless Steel
- (2) Rattleware 3 oz. Shot Pitcher Two Spouts
- (2) Tall Twist Bar Spoon 11" Red Capped End
- Square POS System (iPad Air, cash drawer, printer, square stand)
- 2 Citron Wool Fabric Egg Chair, Flash Furniture, ZB-20-GG
- 8 White Bucket Seat with Wood Legs, Flash Furniture, FH-130-DPP-WH -GG
- 1 Gray Love Seat, Flash Furniture, 111-2-GY-GG
- 1 Laminate Coffee Table, Flash Furniture, NAN-CT1796-GG
- 3 Chrome Table Bases, BFM Seating, STB-2222CHCBP
- 3 1.25" Thick Solid Wood 24" x 30" Table Tops, Old Dominion
- 1 Set of 2 Nesting Tables, Cyan Design, Becket Nesting Tables
- 1 Cal-Mil 1330-12-13, double tier display
- 2 Cal-Mil 1332-12-60, bamboo trays for double tier display
- 1 Cal-Mil 3308-60, bamboo straw holder
- 1 Cal-Mil 1817-13, bamboo sugar caddy
- 2 Cal-Mil 3309-60, bamboo napkin holder
- 1 Cal-Mil 2048-3-60, bamboo cup holder, 3 slots
- 2 Cal-Mil 298-60, bamboo lid holder, 2 slots
- 1 Cal-Mil 1244, bamboo utensil holder
- 1 Cal-Mil 1717-60, bamboo counter top trash can

- 1 Winco ODR-18N, 18" Ticket Line
- 2 Winco CS-1, check spindle
- 1 Cal-Mil 1367-10-60, bamboo tray
- 2 Cal-Mil 1510-46-60, 4" x 6" bamboo flyer holder
- 2 Cal-Mil 1510-811-60, 8.5" x 12" bamboo flyer holder
- 1 Cal-Mil 3610, counter top bakery display case
- 1 Merchandise Shelf
- 1 Fetco D041 3.0 Liter Stainless Steel Lined Lever Airpot
- 2 Service Ideas CBDRP3BL 3 Gallon Beverage Dispenser Clear with Black Base and Infuser Tube
- 2 Winco CF1.2 1.2 Liter Double Wall Carafe with Push Button Top
- 1, Safe
- 1, Thermal printer (separate from POS system)
- 1 Tablet/iPad (separate from POS system)
- Hard Divider/Stanchion Photo Panel Set

All items listed herein shall remain Landlord property and remain at the Premises upon the expiration of the Term of this Agreement and/or at the early termination of the Agreement should either party chose to terminate the Agreement prior to June 30, 2024.

## **Exhibit C**

### **Building Rules and Regulations**

1. The entry and passages shall not be obstructed by the Tenant, nor used by it for any other purpose than for ingress and egress to and from its respective office.
2. No sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Premises, except doors of offices, which shall be approved by Landlord prior to installation.
3. Tenant shall not solicit or permit others to solicit goods or services to the public on the Premises, unless otherwise noted herein the above Agreement.
4. Advertisement of services and/or products not provided by the building tenants and/or the Landlord is prohibited on the property.
5. Requests for access cards and/or keys must be submitted to the Landlord by a designated pre approved contact for each Tenant. Requests from individual employees will not be processed. Access cards and/or keys issued to tenants for building access shall not be given or loaned to others for any reason. In the event of lost access cards and/or keys, the Landlord will furnish a replacement card and/or key and a fine of five dollars (\$5.00) will be required of the tenant per lost item, per occurrence which will be billed in the following month's rental invoice.
6. No additional locks shall be placed on any doors on the Premises nor shall any lock be changed without prior approval from the Landlord.
7. No Tenant shall do or permit anything to be done in said Premises, or bring or keep anything therein, which will in any way increase the fire hazard at the facility, or in any other way injure or annoy any other tenant and/or Forsyth County department or conflict with the laws relating to fires, or with the regulations of the Fire Department, or with any insurance policy upon said facility or any part thereof, or conflict with any rules and ordinances of Forsyth County.
8. Each Tenant will keep its Premises in a good state of preservation and cleanliness not causing unnecessary labor on the housekeeping staff due to carelessness and/or disregard for cleanliness.
9. If Tenant requires a burglar alarm or similar service it must be submitted in written form to the Landlord for approval prior to installation; Landlord reserves the right to deny these requests based on the business needs of the Premises.
10. No Tenant shall store, house, or secure personal belongings and/or property of staff, clients, patrons, or other individuals on the Premises. Tenant shall be liable to Landlord for the cost of removing client possessions or personal property in conflict with this rule.

11. No Tenant shall allow or enable any person other than Tenant employees entry into the building outside of building posted business hours. Any after hours meetings and/or events that involve persons not employed by Tenant must be submitted in writing to the Landlord for approval prior to the meeting and/or event.

12. No Tenant shall use any other method of heating or air conditioning than that provided for the Premises without special agreement. Usage of space heaters and/or fans may be allowed at the Landlord's discretion during business hours but are not to be left on overnight and/or when staff is not present. Any documented violation will result in a one time written warning to the Tenant from the Landlord. Subsequent violations will result in a twenty five dollar (\$25.00) fine per violation to be billed in the following month's rental invoice to compensate for consumption of excess utilities.

13. No animals shall be allowed in or kept on the Premises except those identified and used as service animals.

14. Use of tobacco and other vaping products is prohibited.

15. No bicycles or small motorized vehicles shall be allowed inside the Premises.

16. No loitering is permitted on the Premises.

17. The Landlord reserves the right to have any intoxicated person or those deemed to be under the influence removed from the building should safety concerns arise or a disturbance occur.

The Landlord reserves the right to alter and/or add reasonable Rules and Regulations as may become necessary and needed for the safety, security, cleanliness, and care of the Premises. The Tenant shall observe and is responsible for it's staff, clients, patrons, and/or visitors to also observe the Rules and Regulations as stated. Such Rules and Regulations are in addition to the Lease and have the same force as if being a part of the Lease.

(To be published in the WSJ on October 30, 2020)

**PUBLIC NOTICE OF THE  
FORSYTH COUNTY BOARD OF COMMISSIONERS'  
INTENT TO AUTHORIZE A FORTY-TWO MONTH LEASE AGREEMENT  
OF COUNTY-OWNED REAL PROPERTY LOCATED AT  
660 WEST FIFTH STREET, WINSTON-SALEM, N.C.**

Notice is hereby given by publication, pursuant to the provisions of N.C.G.S. 160A-272, that the Forsyth County Board of Commissioners, at its regular meeting scheduled for Thursday, December 3, 2020 at 2:00 p.m. in the Commissioners' Meeting Room on the fifth floor of the Forsyth County Government Center, located at 201 N. Chestnut Street, Winston-Salem, N.C., intends to authorize the execution of a forty-two month lease agreement, beginning January 1, 2021 and ending June 30, 2024 of County-owned real property located at 660 West Fifth Street, Winston-Salem, NC containing approximately 600 square feet of office space to MOJI Coffee and More, at an annual rental of \$1.00 and other valuable consideration as outlined in the lease agreement.

The property identified herein will not be needed by Forsyth County for County purposes during the term of the proposed lease, except as provided and reserved in the lease agreement.

This the 30th day of October 2020.

**FORSYTH COUNTY BOARD OF COMMISSIONERS**  
Ashleigh M. Sloop, Clerk to the Board