

**FORSYTH COUNTY
BOARD OF COMMISSIONERS**

MEETING DATE: JANUARY 21, 2021 AGENDA ITEM NUMBER: 15

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND MEMORIAL INDUSTRIAL COMMUNITY DEVELOPMENT CORPORATION, INC., FOR LEASE OF COUNTY OWNED PROPERTY LOCATED IN HORIZONS PARK AT 100 HORIZONS LANE

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION: See Attached

ATTACHMENTS: YES NO

SIGNATURE: J. Dudley Watts, Sr. /AMS COUNTY MANAGER DATE: January 19, 2021

**RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN
FORSYTH COUNTY AND MEMORIAL INDUSTRIAL COMMUNITY
DEVELOPMENT CORPORATION, INC., FOR LEASE OF COUNTY OWNED
PROPERTY LOCATED IN HORIZONS PARK AT 100 HORIZONS LANE**

WHEREAS Forsyth County owns real property located at 100 Horizons Lane, Rural Hall, N.C., in which it proposes to lease approximately 3.62 acres to Memorial Industrial Community Development Corporation, Inc., for a three-year term beginning January 1, 2021, and ending December 31, 2023, at an annual rental amount of \$1.00;

WHEREAS Memorial Industrial Community Development Corporation, Inc., shall provide all utilities needed for the use of the property, excluding water service;

WHEREAS Forsyth County will provide monthly water service up to a not to exceed monthly amount of \$125 for the use of the property;

WHEREAS Memorial Industrial Community Development Corporation, Inc., desires to execute a three-year lease agreement with Forsyth County for the purpose of providing not for profit educational and interactive demonstrations of farming and gardening to the community, in cooperation with the North Carolina Cooperative Extension, Forsyth County Center 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 January 21, 2021, regular meeting;

NOW, THEREFORE, BE IT 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, on behalf of Forsyth County, the above-described Lease Agreement with Memorial Industrial Community Development Corporation, Inc., 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 21st day of January 2021.

LEASE AGREEMENT

THIS AGREEMENT, made and entered into effective January 1, 2021, by and between FORSYTH COUNTY ("Landlord"), a political subdivision of the State of North Carolina, and the Memorial Industrial Community Development Corporation, Inc. ("Tenant"), a North Carolina 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 rent, conditions, and consideration hereinafter mentioned, provided for and covenanted to be paid, kept and performed by Tenant, leases to the Tenant two portions of property totaling approximately 3.62 acres of real property located at 100 Horizons Lane, Rural Hall, North Carolina, as shown in Exhibit 1, attached hereto and incorporated herein by reference (hereinafter called the "Premises").

2. TERM. The Tenant shall have and hold the Premises for a term of three (3) years beginning on January 1, 2021, and ending December 31, 2023. Notwithstanding anything to the contrary herein, Landlord may terminate the Agreement, for any reason or for no reason, by providing written notice of at least 90 days.

3. RENTAL. Tenant agrees to pay Landlord without demand, deduction or set off, a rental amount of one dollar (\$1) due the first day of the Term.

4. LATE CHARGES. If rent payment is not postmarked or hand delivered within 15 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent (5%) of the overdue amount, plus any actual bank fees incurred for resumed or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

5. UTILITIES. The Tenant shall be responsible for providing all utilities needed for both portions of property, including metering, hook-up fees, or other miscellaneous charges associated with the installation, service, and maintenance of such utilities in the Tenant's name, with the exception of water service to property #1, as identified on Exhibit 1. The Landlord shall be responsible for providing metering, hook-up fees, or other miscellaneous charges associated with the installation of water service to property #1 in the Landlord's name, for the Tenant's use. The Landlord will provide monthly water service to property #1 up to a monthly amount of \$125.00. The Forsyth County Parks and Recreation Department will invoice the Tenant for any amount exceeding \$125.00 per month for water service for reimbursement.

The Tenant shall be responsible for providing water service to property #2, as identified on Exhibit 1. Tenant's responsibility includes but is not limited to metering, hook-up fees, or other miscellaneous charges associated with the installation, service, and maintenance of such water service in the Tenant's name.

6. USE OF PREMISES. The Premises shall be used solely for the purpose of providing not for profit educational and interactive demonstrations of farming and gardening to the community, in cooperation with the North Carolina Cooperative Extension, Forsyth County Center. 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, the Tenant shall not enter or use the property at any time during the term for the purpose of generating revenue for the distribution of profits. All monies generated from the Tenant's use of the property shall be invested back into the educational programming offered to the community. The Tenant shall provide Forsyth County's North Carolina Cooperative Extension representative a monthly report outlining all revenues generated from the prior month and how such revenues were applied to the continued investment of the educational programming of the Tenant's use of the property. 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.

7. INDEMNITY; INSURANCE. Tenant agrees to and hereby does indemnify and hold Landlord harmless against all claims for damages to persons 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. 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.

- b) Commercial Property Insurance. The Landlord is responsible for maintaining real property insurance for the Premises located at 100 Horizons Lane, Rural Hall, North Carolina. The Tenant is solely responsible for maintaining insurance coverage for any improvements made to the Premises 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.** The Landlord shall have no responsibilities for the Premises except those stated herein in Section 5.

9. **SERVICES AND REPAIRS BY TENANT.** The Tenant shall be solely responsible for all grounds maintenance, including routine mowing, to the property during the term of the agreement. Additionally, the Tenant shall be responsible for providing all materials, supplies, equipment, and labor necessary for maintaining the property and providing educational programming to the community.

10. **ALTERATIONS.** Except as permitted in the underlying Agreement, Tenant shall not make any alterations, additions, or improvements to the Premises without prior written consent from

Forsyth County Parks and Recreation Director, the Landlord's designee. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's or designee's 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, free of any liens or encumbrances. Landlord 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, all at Tenant's expense. All alterations, additions and improvements which Landlord 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 of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's 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 fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

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. Tenant is responsible for insuring its personal property stored on the Premises. The Landlord shall not be responsible for any damage or loss to Tenant's property or for the Tenant's inability to use the Premises as stated herein.

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, without the prior written consent of Landlord, which shall not be unreasonably withheld, 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 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, 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.

18. EXTERIOR SIGNS. Tenant shall place no signs upon the Premises, except with the express written consent of the Landlord's designee, Forsyth County Parks and Recreation Director. Any and all signs placed on the Premises by Tenant shall be maintained 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 and as assigned by Landlord in the lots serving the Premises.

20. LANDLORD'S ENTRY OF PREMISES. Landlord may advertise the Premises For Rent or For Sale. Landlord may access the Premises at any time necessary to exhibit the Premises to

prospective purchasers or tenants, to inspect the Premises 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 acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will 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 acquiescence, Tenant shall be a tenant at sufferance and commencing on the fraction thereof during which Tenant so remains in possession of the premises, the Tenant becomes responsible for the water service to property #1, otherwise payable by the Landlord under Section 5 above.

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. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSDS Sheets). In the event of approval by Landlord, 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 placed upon, released into or introduced to the Premises by Tenant, it's agents, contractors, employees, clients, or invitees, 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, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublease as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

31. NOTICES. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid to individuals listed below:

Notice to Tenant:

Memorial Industrial Community Development Corporation, Inc.
1452 North Cherry Street #112
Winston-Salem, NC 27105

Notice to Landlord:

Dudley Watts

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

With copies to:

Parks and Recreation Director
Forsyth County Government Center
201 N. Chestnut St.
Winston-Salem, NC 27101

&

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

All notices shall be effective upon delivery. Any party may change its notice address upon 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 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 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. INDEPENDENT CONTRACTOR. The Tenant shall operate as an independent contractor, working in cooperation with North Carolina Cooperative Extension, Forsyth County Center and the Landlord shall not be responsible for any of the Tenant's, its employees or invitees acts or omissions. To the extent permitted under North Carolina law, the Tenant agrees to hold the Landlord harmless from and against any claims, expenses (including attorney fees), costs or liability for the negligent or intentional acts or omissions of the Tenant or its employees. The Tenant, its employees, and invitees have no authority to enter into contracts or agreements on behalf of the Landlord. The Tenant declares that it has complied with all federal and state laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Lease. The Landlord shall not be liable to the Tenant for any expenses paid or incurred by either the Tenant, its employees, or invitees unless otherwise agreed in writing. The Tenant shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide services unless otherwise agreed in writing. To the extent permitted by North Carolina law, the Tenant shall indemnify and save harmless the Landlord from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any negligent or intentional act or omission of the Tenant or its employees in the execution of the work or in consequence of any negligence or carelessness in guarding the same, to the extent authorized by law. The Tenant shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident while using the premises; and shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order, to the extent authorized by law.

38. EXHIBIT. Exhibit I, a drawing that shows the Premises described in Section 1 hereinabove, is incorporated herein by reference. **If there is any discrepancy between the Exhibit and any other provision of this Agreement, such other provision of this Agreement shall govern.**

39. Landlord represents and warrants to the Tenant that all action required to authorize Landlord's execution, delivery and performance of this Lease has been taken, and that this Lease constitutes Landlord's binding and enforceable obligation.

[SIGNATURE PAGE TO FOLLOW]

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

FORSYTH COUNTY, NORTH CAROLINA

(SEAL)

By: _____
J. Dudley Watts, Jr, County Manager

Date: _____

ATTEST:

Ashleigh M. Sloop, Clerk to the Board

Date: _____

MEMORIAL INDUSTRIAL COMMUNITY
DEVELOPMENT CORPORATION, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT 1



Property for use outlined in blue.

(to be published in the WSJ on December 18, 2020)

**PUBLIC NOTICE OF THE
FORSYTH COUNTY BOARD OF COMMISSIONERS'
INTENT TO AUTHORIZE A THREE-YEAR LEASE AGREEMENT
OF COUNTY-OWNED REAL PROPERTY LOCATED IN HORIZONS PARK AT
100 HORIZONS LANE, RURAL HALL, N.C.**

Notice is hereby given by publication, pursuant to the provisions of N.C.G.S. 160A-272 and other applicable statutory provisions, that the Forsyth County Board of Commissioners, at its regular meeting scheduled for Thursday, January 21, 2021 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 three-year lease agreement, beginning January 1, 2021 and ending December 31, 2023, of County-owned real property located in Horizons Park at 100 Horizons Lane, Rural Hall, NC, containing approximately five (5) acres to Memorial Industrial Community Development Corporation, Inc., at an annual rental of \$1.00 and other valuable consideration as outlined in the lease agreement. Anyone may view the proposed lease agreement by contacting the Clerk to the Board at (336)703-2020.

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 18th day of December 2020.

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