**BRIEFING DRAFT** 

# FORSYTH COUNTY

## **BOARD OF COMMISSIONERS**

MEETING DATE	SEPTEMBER 24, 2020	AGENDA ITEM NUMBER:	10
SUBJECT:	<b>RESOLUTION AUTHORIZING EXECUTIO</b>	N OF A LEASE AGREEMEN	IT BETWEEN
	FORSYTH COUNTY AND TCK PROVIDEN		
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# RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN FORSYTH COUNTY AND TCK PROVIDENCE, INC., TO PROVIDE CATERING AND ACCOMMODATION SERVICES AT CERTAIN LOCATIONSWITHIN TANGLEWOOD PARK

**WHEREAS** Forsyth County owns and operates Tanglewood Park, a park facility that includes open fields, lakes, walking trails, playgrounds, horse trails, tennis courts, golf courses, an aquatic complex, picnic shelters, a recreational vehicle camping area, a clubhouse, and catering and accommodations facilities;

**WHEREAS** Tanglewood Park's catering and accommodations facilities operations are subsidized annually;

**WHEREAS** TCK Providence, Inc. (Providence), a North Carolina non-profit corporation, that provides hospitality services and job training has made a proposal to lease and manage the Manor House, Guest House, Lodge Apartment, and Cottages, in exchange for paying Forsyth County 5% of its revenues in excess of expenditures for these accommodations;

**WHEREAS** Providence proposes to manage event space at Tanglewood Park Clubhouse and the Manor House and use the Tanglewood Park kitchen facilities for onsite and offsite catering, in exchange for paying Forsyth County 10% of gross monthly catering and event space rental revenue;

**WHEREAS** Providence proposes to provide dining and concession services at the Tanglewood Park Clubhouse ballroom and grill and provide concessions at the aquatic complex in exchange for paying Forsyth County 10% of revenues in excess of expenses for these services;

**WHEREAS** Providence proposes to pay Forsyth County \$16,500 annually towards utility expense at the accommodations it proposes to manage at Tanglewood; and

**WHEREAS** Forsyth County proposes to make renovations in the amount of approximately \$47,200 in material costsand contract work to the Manor Houseand Clubhouse;

**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 a Lease Agreement, in substantially the same form as the Lease Agreement attached hereto and incorporated herein by reference, on behalf of Forsyth County, with TCK Providence, Inc., for a term of 364 days, 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 24<sup>th</sup> day of September 2020.

#### LEASE AGREEMENT

THIS AGREEMENT, made and entered into on September 28, 2020, by and between Forsyth County ("Landlord"), a political subdivision of the State of North Carolina, and TCK Providence, Inc. ("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

Subject to the restrictions contained herein, 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 the following facilities (each, a "Facility", and, collectively, the "Premises"):

- a. Tanglewood Park Clubhouse (Banquet Kitchen, Ballroom, and Grill only) (collectively, the "Clubhouse");
- b. Tanglewood Manor House, Guest House, Lodge Apartment, and Cottages (collectively, the "Manor House");
- c. and Pool Concessions located at 4061 Clemmons Road, Clemmons, North Carolina (the "Pool Concession Area");

The location of each Facility is shown in <u>Exhibit A</u>, attached hereto and incorporated herein by reference.

#### 2. LANDLORD'S RIGHT TO RESERVE SPACE

Landlord retains the right to use any or all of the Facilities or Off-Premises Facilities (as defined below) for Forsyth County-sponsored or co-sponsored events, at no cost, by providing Tenant an advanced written notice of at least 30 days.

Such County-sponsored events may or may not have catering; however, if any such event is a catered event, the catering business will be offered to Tenant, provided County and Tenant mutually agree on compensation. Tenant shall give priority to Landlord for use of any or all of the Premises for such County-sponsored events on requested dates if written notice of at least 30 days is provided. Notwithstanding the foregoing, if County cosponsors an event, or enters into an agreement with a financial sponsor for County-sponsored event, the co-sponsor or financial sponsor may cater said event, and the County need not offer the catering business to Tenant. For the avoidance of doubt, events not sponsored by the County are not subject to the restrictions set forth in this paragraph.

#### 3. TERM

The Tenant shall have and hold the Premises for a term of 364 days beginning on September 28, 2020 (the "Commencement Date") and ending on September 27, 2021 (the "Term"), unless sooner terminated as hereinafter provided. Either party may terminate the Agreement, for any reason or for no reason, by providing written notice to the other party of at least 120 days.

#### 4. RENTAL

Tenant agrees to pay Landlord without demand, deduction or set-off, an annual rental for the Premises of one dollar (\$1.00) due the first day of each annual term. Tenant may prepay rent. Tenant shall also pay a portion of its gross revenues to the County as follows:

- a. <u>Catering and Event Space Revenue</u>: Tenant shall also pay to Landlord ten percent (10%) of all gross monthly revenues derived from use of the Premises for on- and off-Premises catering and on-Premises event-space rentals.
- b. <u>Dining and Other Revenue</u>: For all revenue derived from services related to the use of the Premises, other than revenue addressed in 4(a) and 4(c) ("Dining and Other Revenue"), Tenant shall pay Landlord 10% of its revenues in excess of expenses for said services as determined by the Tenant's monthly profit and loss report produced by the 10<sup>th</sup> day of each month for each facility. Dining and Other Revenue shall include, without limitation, restaurant and dining revenue, pool concessions, and clubhouse grill revenues.
- c. <u>Lodging Revenue</u>: Tenant shall pay Landlord 5% of its revenues in excess of expenses derived from letting rooms in the Manor House ("Lodging Revenue") as determined by the Tenant's monthly profit and loss report produced by the 10<sup>th</sup> day of each month for each facility. For the avoidance of doubt, and without limitation, lodging revenue shall not include revenues derived from in-room dining services, and such revenues shall be subject to Section 4(b).

Without limiting the foregoing, Tenant shall pay to Landlord all space rental fees for all venues other than the Manor House Trophy Room. Tenant will send with each monthly rental payment his monthly sales, revenue, and financial operating reports for each Facility included in the Premises, along with any other accounting and/or financial reports requested by the Tenant as verification of revenues and expenses.

For all amounts due to Landlord under this Agreement (including fees owed for use of Off-Premises Facilities), Tenant shall provide a monthly reconciliation statement describing the Catering and Event Space Revenue, the Lodging Revenue, and Dining and other revenue no later than the 10<sup>th</sup> day of each month. Tenant shall pay all such amounts due to Landlord no later than 15 days after preparation of the reconciliation statement. Payments by Tenant to Landlord shall be inclusive of any amount passed through to the Tenant's clients.

"Off-Premises Facilities" refers specifically to those Tanglewood Park facilities that are not included in the definition of Premises found in Section 1 of this Agreement. For the avoidance of doubt, "Off-Premises Facilities" does not include facilities that are not on the grounds of Tanglewood Park.

#### 5. LATE CHARGES

If the rent payment, including the percentage of gross revenue payment, the utilities payment, or any other payment required under this Agreement, 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.

#### 6. UTILITIES

Tenant shall be responsible for reimbursing the Landlord for utilities to the Premises to include electric, water, stormwater, sewer, gas, and solid waste disposal in the monthly amount of \$1,375.00, which shall be due on the first day of each month. Except as set forth herein, Tenant shall be responsible for all operational expenses associated with the Facilities. For the avoidance of doubt, Landlord shall not be responsible for providing internet/cable/telephone service, and DirecTV for the lodging facilities, inclusive of installation cost.

#### 7. USE OF PREMISES

- a. <u>Catering and Dining:</u> Except as set forth herein in sections 7(b) and 7(d), the Premises shall be used solely for the purpose of providing on- and off-site catering, as well as, dine in and carry out meals.
- b. <u>On-Premises Event Spaces</u>: Tenant shall manage event space bookings and operations within the Premises for the following locations (the "On-Premises Event Spaces"):
  - 1. Manor House trophy room; and
  - 2. Clubhouse Ballroom.

Tenant will be the exclusive booking agent for these On-Premises Event Spaces, subject to the Landlord's right to reserve unreserved space upon 30 days advanced notice. Tenant shall be the exclusive caterer for Clubhouse and Manor House food and beverage services, except for County-sponsored events.

- c. <u>Off-Premises Event Space Activities for Wedding Packages</u>: Subject to the restrictions contained herein and availability, Tenant shall be permitted to offer wedding packages and reserve space at the following facilities at Tanglewood Park (the "Off-Premises Facilities"):
  - i. The Arboretum;
  - ii. The Red Barn;
  - iii. Walnut Hall;
  - iv. The Church: and
  - v. Picnic Shelters.

Landlord's representative (the Parks and Recreation Director) may, in his sole discretion, amend the list of available Off-Premises Facilities that are available for reservation, and amend the reservation fee for any facility. In addition to its payment obligations as set forth in Section 4 above, Tenant shall pay to Landlord the full advertised cost for the reserved facility at the time that Tenant's customer places the reservation. Reservations are subject to all County rules and policies. All reservations are subject to availability. Landlord shall include Tenant on its list of preferred vendors for catering at these locations.

- d. <u>Lodgings</u>: Tenant shall use the Manor House, Guest House, Lodge Apartment and Cottages to operate an inn. Except as set forth in this Agreement, Tenant shall be responsible for all operational aspects of running an inn, including, without limitation: booking; janitorial and housekeeping; sanitation; guest services; security; and laundry. Landlord shall be responsible for routine pest control and grounds maintenance. Tenant shall ensure that the inn is adequately staffed at all times. The inn operation should have one staff member on shift or on call at all times. Tenant shall be responsible for complying with all applicable state and federal laws applicable for the operation of an inn.
- e. The Tenant's use of the Premises shall be subject to all applicable laws and to County rules and policies, as may from time to time be amended. The Premises shall not be used for any illegal purposes 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. Deliveries are to be received in a manner that does not disturb or hinder Landlord's operation of the larger Park property. This Lease shall be terminated immediately if the Premises are no longer used for the purpose set forth herein.
- f. Use of Premises and Tenant's operations as permitted by this Lease shall be rendered in accordance with all applicable federal laws and standards that prohibit discrimination against individuals on the basis of age, race, color, sex, religion, national origin, veterans' status or disability.
- g. The minimum hours of staffed operations shall be as follows:
  - 1. Manor House: 9am 9pm daily, 365 days a year (Provided that Tenant and Landlord's representative may agree to vary these hours);
  - 2. Grill: 9am 5pm daily, 365 days per year;
  - 3. Pool Concessions: 11am 7pm daily, Memorial Day to Labor Day only;
  - 4. All other catering facilities included in the Premises: 9am 1am daily, 365 days per year.
- h. Hours of operation may be expanded to mutually agreeable times, or for scheduled events, with the written approval of the Landlord's representative (Parks and Recreation Director). Tenant shall be permitted to access to the Premises at all times

during the Term. For Facilities associated with lodging, Tenant shall be permitted to access to those Facilities at all times. Hours may be extended for holidays or other special events as agreed in advance between Landlord and Tenant.

i. Tenant shall be responsible for maintaining all licenses and permits required or necessitated under this Agreement, including, without limitation permits allowing for the consumption of alcoholic beverages and all licenses and permits necessary for maintaining a dining/catering facility and lodging facilities.

#### 8. INDEPENDENT CONTRACTOR

The Tenant shall operate as an independent contractor, and the Landlord shall not be responsible for any of the Tenant's acts or omissions. The Tenant, its employees, and subcontractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. Neither federal, state, nor payroll tax of any kind shall be withheld or paid by the Landlord on behalf of the Tenant or the employees of the Tenant. The Tenant is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement. The Tenant shall comply with the North Carolina Workers' Compensation Act and shall ensure that its subcontractors also comply. The Tenant shall not be treated as an employee with respect to the operations performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the Landlord. The Tenant has no authority to enter into contracts or agreements on behalf of the Landlord. The Landlord shall not be liable to the Tenant for any expenses paid or incurred by the Tenant unless otherwise agreed in writing. The Tenant shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required for operations under this agreement, unless otherwise agreed in writing. Tenant may use furniture, fixtures, and equipment supplied by the County at the time that Tenant takes possession of the Premises.

The Tenant shall comply with all applicable laws and regulations including but not limited to federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the operations to be performed under this Agreement and all federal immigration laws in its hiring and contracting practices. Tenant and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Tenant to comply with this provision or failure of its subcontractors to comply could render this agreement void under North Carolina law. Tenant hereby certifies that it is not on the North Carolina State Treasurer's lists of persons engaging in business activities in Sudan (Darfur), Iran, or boycotting Israel, prepared pursuant to NCGS §§ 147-86.43, 147-86.58, and 147-86.81, nor will Tenant utilize for this Agreement any subcontractor on such lists. This agreement is intended for the benefit of the Landlord and the Tenant and not for any other party. If any provision of this Agreement shall be unenforceable, the remainder of the Agreement shall be enforceable to the extent allowed by law.

#### 9. 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 Premises, their family members, or cohorts, who utilize, or intend to utilize the services of Tenant. 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. <u>Commercial General Liability Insurance.</u> The Tenant shall maintain occurrence version commercial general liability insurance or equivalent form with a limit no 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 specify coverage for the Tenant's catering, restaurant/dining services, event hosting, and lodging services at Tanglewood Park, and
  - 1. Include Forsyth County, its officials officers, and employees as additional insureds with respect to the Tenant's catering, restaurant/dining, event hosting, and lodging services at Tanglewood Park. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
  - 2. The requirements of this section may be satisfied by a combination of self-insurance and Excess Liability insurance.
- B. <u>Business Automobile Liability Insurance.</u> The Tenant shall maintain business automobile liability insurance with a limit no less than \$1,000,000. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. <u>Commercial Property Insurance</u>. The Landlord is responsible for maintaining property insurance for the entire Tanglewood Park, including all of the buildings located at 4061 Clemmons Road, Clemmons, North Carolina. 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 on Premises. In no event will the Landlord be required to repair or replace any improvements, business personal property owned by the Tenant, its employees, or contractors.
- D. <u>Workers' Compensation and Employers' Liability Insurance.</u> The Tenant shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits no less than \$100,000 each accident and disease.
- E. <u>Liquor Liability Insurance</u>. Tenant shall maintain liquor liability insurance with a limit no less than \$1,000,000 each occurrence.
- F. Other Insurance Requirements. The Tenant shall:
  - l. Furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section. Provide certified

copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.

- 2. Maintain such insurance from the time the lease commences until the lease is terminated. Provide replacement certificates, policies, and endorsement upon their expiration.
- 3. Provide required insurance on a primary basis with respect to any other insurance or self-insurance retention programs covering Forsyth County, its officials, officers, and employees.
- 4. 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.
- 5. For the avoidance of doubt, certificates of insurance and all other documents evidencing insurance coverage must extend to all services provided by Providence under this contract, including but not limited to catering, event hosting, and lodging services.

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. All insurance policies required under this Agreement shall extend to Tenant's lodging, event hosting, catering, and dining services under this agreement.

#### 10. SERVICES BY LANDLORD

A. Landlord agrees to make repairs and replacements to the Premises as outlined in Exhibit B and upon the dates specified in Exhibit B (which shall run from the Commencement Date). Landlord will replace equipment and fixtures as outlined in Exhibit B and as needed throughout the Term, except for repairs required due to Tenant's negligence, willful wrong doing, or misuse, and further provided that, if Landlord determines, in its sole discretion, that a repair is not economically viable or is not in the Landlord's best interest, it shall have no obligation to make such a repair. Additionally, Tenant may request that Landlord undertake routine and capital repairs at the Premises for the duration of the Term, except repairs required due to Tenant's negligence, willful wrong doing, or misuse, and further provided that if Landlord determines, in its sole discretion, that a repair is not economically viable or is not in the Landlord's best interest, it shall have no obligation to make such a repair. Selection of equipment and fixtures for replacements will be at Landlord's sole discretion. Tenant is responsible for all repairs and replacement of equipment or fixtures damaged and/or destroyed due to Tenant's negligence, willful wrong doing, or misuse. Landlord will invoice Tenant for, and Tenant shall be responsible for, one hundred percent (100%) of all costs assumed for repairs and/or replacements required due to Tenant's customer's, guests', or invitees' negligence, willful wrong doing, or misuse of the Premises.

- B. Tenant is solely responsible for maintaining insurance coverage on any improvements made to the Premises by the Tenant and any business personal property of the Tenant. Landlord shall not maintain or replace any property belonging to Tenant or provided or altered by Tenant. Landlord may replace any County-owned equipment or fixtures, at the Landlord's sole discretion, during the Term and may elect not to do so if the damage was caused by Tenant's misuse, negligence or willful wrongdoing. 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 closure of Premises for repairs and/or construction to the Premises. Landlord will not be responsible for Tenant's business interruption, extra expense, and/or loss of revenue for any reason. Tenant's insurance policies shall be primary with respect to policies covering Forsyth County, and shall be maintained during the Term. Tenant may elect to replace appliances, fixtures, and equipment at Tenant's sole expense and assume any future repair and replacement costs of such. Replacement of County-owned appliances, fixtures, and equipment shall be the property of Landlord upon termination of this Agreement.
- C. Landlord shall maintain the grounds surrounding the Premises, including paving, mowing of the grass, care of shrubs, general landscaping and snow removal as scheduled by Landlord.

#### 11. SERVICES BY TENANT

- A. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant, except for those repairs identified in Exhibit B to be remedied by Landlord. 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.
- B. Tenant may make repairs to Landlord owned property only with prior written approval from Landlord. If granted prior written approval, Tenant shall follow all applicable bidding laws, and all laws, rules, regulations, and codes of the State of North Carolina and/or its political subdivisions relating to construction, use and occupancy of property, and any other applicable laws.
- C. Tenant is responsible for providing any furniture, fixture, equipment or miscellaneous items required for its operations not provided by Landlord. Tenant shall also provide any furniture, fixture, equipment or miscellaneous items required for operations which

the Landlord opts not to replace during the Term. Tenant is responsible for maintenance, repairs, and replacement of all Tenant's personal property and any item purchased by the Tenant.

- D. Tenant is responsible for daily and routine cleaning of all equipment and fixtures, whether purchased by the Landlord or Tenant. Additionally, Tenant assumes responsibility of contracts for Landlord owned items to provide preventive maintenance and cleaning services which are required for operations at the Premises.
- E. Tenant is responsible for providing daily housekeeping as such are rendered necessary by the Tenant's operations and trash disposal services to the Premises.
- F. Tenant is responsible for any linen and/or laundry services required for operations of the Premises, including lodgings, and/or events booked by Tenant.
- G. Tenant will provide routine and required security services for all events held at the Premises that are booked by Tenant. Tenant must provide adequate security and supervision for all such events.
- H. Tenant shall be responsible for range hood cleaning, range hood filter service, grease trap cleaning, and reservation booking systems.
- I. Tenant shall honor and comply with the restrictions set forth in the agreement between Pepsi Bottling Ventures LLC and Forsyth County effective February 1, 2020.

#### 12. ALTERATIONS

Tenant shall not make any alterations, additions, or improvements to the Premises without the Landlord's Representative's (the Parks and Recreation Director) prior written consent. If granted prior written permission, Tenant shall follow all applicable bidding laws, and all laws, rules, regulations, and codes of the State of North Carolina and/or its political subdivisions relating to construction, use and occupancy of property, and any other applicable laws. 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 Parks and Recreation Director) free of any liens or encumbrances.

Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's Representative's (the Parks and Recreation Director) written request. Landlord's Representative (the Parks and Recreation 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 Parks and Recreation 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 equipment or fixtures 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 equipment or fixtures.

#### 13. 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 equipment or fixtures which it has placed in the Premises, except fixtures reasonably necessary to the functioning of the Facility, provided Tenant repairs all damage to the Premises caused by such removal, at the Tenant's sole expense.

#### 14. 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, it's employees' property, or loss of business. Notwithstanding anything to the contrary Landlord shall have not obligation to repair or rebuild any Facility. In no event shall Landlord be required to make a repair if it determines, in its sole discretion, that a repair is not economically viable or is not in the Landlord's best interest. If Landlord chooses not to repair or rebuild any Facility, this Agreement shall terminate upon notice with respect to said Facility.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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 fails to make any payment required herein; (b) Tenant abandons the Premises (as defined in Section 31 hereof); (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.

#### 19. 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, termination shall be effected by giving written notice to Tenant and upon such termination Landlord 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.

#### 20. 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 representative (Parks and Recreation Director) (which shall not be unreasonably withheld, provided that Landlord's representative may restrict the size, number, and location of signs and may review the sign for minimum aesthetic standards). Tenant shall place no signs on the Premises or anywhere within the interior of the Premises without written consent of the Landlord's representative (Parks and Recreation Director). 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.

#### 21. PARKING

Tenant may use, on a non-exclusive basis, those parking spaces specified by the Landlord's Representative, the Parks and Recreation Director, as may be modified from time to time. Such shared parking will reasonably allow Tenant to operate the Premises as described herein.

#### 22. 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 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.

#### 23. 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.

#### 24. 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.

#### 25. 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.

#### 26. 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 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 acquiescence, Tenant shall be a tenant at sufferance and commencing on the fraction thereof during which Tenant so remains in possession of the premises, shall pay to the Landlord twenty percent (20%) of monthly gross sales.

#### 27. RIGHTS CUMULATIVE

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

#### 28. 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.

#### 29. 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 Parks and Recreation Director. Any approval must be preceded by submission to Landlord's Representative, the Parks and Recreation Director, of appropriate Material Safety Data Sheets (MSDS Sheets). In the event of approval by Landlord's Representative, the Parks and Recreation 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.

#### 30. TIME OF ESSENCE

Time is of the essence in this Lease.

#### 31. ABANDONMENT

Tenant shall not abandon the Premises during the term for more than ten (10) consecutive days or more than fifteen (15) days in any six-month period. If Tenant shall abandon the Premises, or any facility within 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. Notwithstanding the foregoing, "abandonment" shall not include Tenant's lack of use of the Premises due to a business shutdown order of general applicability by any local, state or federal government authority.

#### 32. CONDUCT OF TENANT'S EMPLOYEES AND AGENT

Any employee or agent of Tenant whose work habits and/or conduct are deemed objectionable by the Landlord (in its reasonable discretion) shall be removed from County Property upon request of Landlord's Representative to Tenant (which such notice may be made by any method, including email or orally). Tenant shall be responsible for the repair or replacement to the satisfaction of the Landlord, of any damage to any Facility caused by any employee or agent of the Tenant. The Tenant shall be responsible for any loss or damage to the Premises including money, securities, merchandise, fixtures, and equipment belonging to the Landlord or to any other person or organization to such extent as the Landlord would otherwise be legally liable for such loss or damage, if any such loss or damages was caused by the Tenant or any employees thereof, while such employee is on the Premises in his/her capacity as employee of the Tenant. Tenant will promptly and objectively investigate any complaint by Landlord that Tenant's agents or employees may be engaging in misconduct.

#### 33. 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.

#### 34. NOTICES

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by nationally recognized overnight courier, return receipt requested, postage prepaid.

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

TCK Providence, Inc.

3655 Reed Street

Winston-Salem, NC 27107

Attention: Chief Executive Officer

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 a copy to:

Parks & 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 written notice to the other parties, given as provided herein.

For all purposes of consent by Landlord's representative (Parks and Recreation Director) of certain requests from Tenant, to the extent authorized by this agreement, Tenant may rely upon an email from such representative without observance of the formal notice requirements contained in this Section 34.

35. SPECIAL DAMAGES. Neither Landlord nor Tenant shall be liable to the other party for any incidental, indirect, special, or consequential damages of any nature whatsoever, including, but not limited to, loss of anticipated profits, occasioned by a breach of this Agreement or any events arise here from.

#### 36. 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.

#### 37. 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.

#### 38. 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.

#### 39. GOVERNING LAW

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

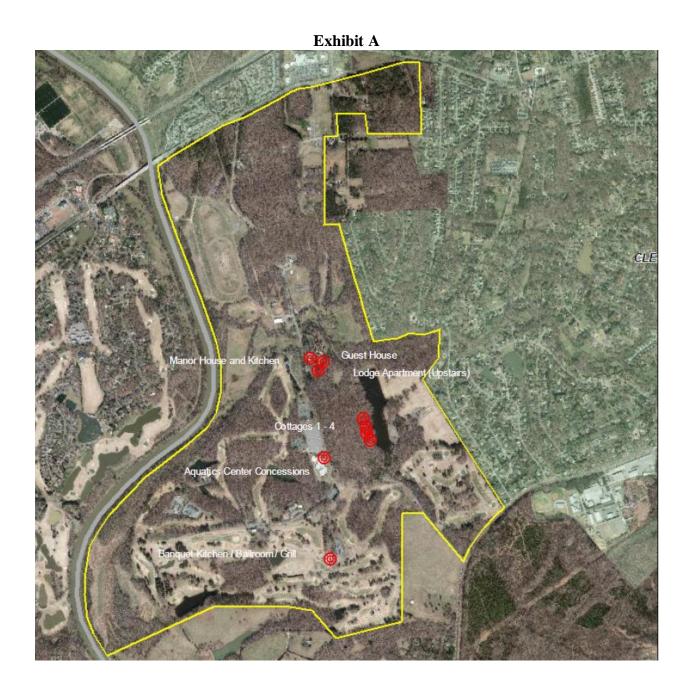
#### 40. EXHIBITS

Exhibit A, a drawing that shows the Premises described in Section 1 hereinabove, is incorporated herein by reference. Exhibit B, outlining Landlord Repairs and Replacements to be completed for Tenant's occupancy, is incorporated for reference. 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 FOLLOWING 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 Manage
EST:	
Clerk to the Board	
(SEAL)	
(GE/IE)	
	TCK PROVIDENCE, INC.
	By:
	Name:
	Title:
	Date:



### Exhibit B

Landlord Repairs & Replacements

Tanglewood - Food and Beverage Estimated Renovations Costs

	PROVIDENCE (	RILL at	TANG	GLEWOOD	
Repair Description	WHEN	EST	COST	COMMENTS	DAYS
Install 3 compartment sink	IMMEDIATE	\$	250.00	Materials only - shutdown or work completed at night	1 Providence supplies sink / TWP responsible for install
Install N24 devices All locations (supplied by Providence)	IMMEDIATE	\$	250.00	Materials only cost	0.5 Providence supplies sink / TWP responsible for install
Cove Base replacement	180 days	\$ 5,	250.00	Labor & Materials - shutdown or work completed at night	5
Countertop replacement / refinishing	180 days	\$ 5,	750.00	Labor & Materials - shutdown or work completed at night	3
Stainless steel table to caulk and de-rust	180 days	\$	-	Labor only	0.5
Additional light fixtures/bulbs to achieve 50 f/c	180 days	\$	200.00	Materials only cost	3 State Electric price for new lamp / fixture
Remove abandoned piping behind POS terminal	180 days	\$	-	Labor only	
Caulking - NSF caulk rpovided by Providence	180 days	\$	-	Labor only	1
Mop room door frame to repair/replace and repaint	180 days	\$ 1,	00.00	Labor & Materials - shutdown or work completed at night	1
Mop Room Additional light fixtures/bulbs to achieve 50 f/c	180 days	\$	500.00	Labor & Materials - shutdown or work completed at night	0.5 State Electric price for new lamp / fixture
Soda Room block walls to epoxy paint	180 days	\$	100.00	Materials only cost	0.5
Soda Room caulk door frame to wall	180 days	\$	-	Labor only	
Ice machine area caulk electrical boxes to the wall	180 days	\$	-	Labor only	
Hallway electrical panels caulk all openings	180 days	\$	-	Labor only	
Hallway conduit openings to the ceiling to close	180 days	\$	-	Labor only	1
Small Dry storage - repair and repaint door & frame	180 days	\$ 1,	00.00	Labor & Materials - shutdown or work completed at night	1
Small Dry Storage - Epoxy paint walls	180 days	\$	50.00	Materials only cost	
Large Dry Storage - remove wire cart	180 days	\$	-	Labor only	
Large Dry storage - replace handles on the turbo freezer	180 days	\$	200.00	Materials only cost	0.5
Mens Locker - Add lighting/bulbs at the urinals	180 days	\$	200.00	Materials only cost	1 State Electric price for new lamp / fixture
Mens Locker - caulk urinals to the wall	180 days	\$	100.00	Materials only cost	
Mens Locker - patch cracked wall grout	180 days	\$	-	Labor only	
Mens Locker - paint wood on the sink / mirror transition	180 days	\$	50.00	Materials only cost	
Mens Locker - Caulk entire sink area	180 days	\$	-	Labor only	
Mens Locker - clean or replace vent grate	180 days	\$	75.00	Materials only cost	1
Women's Locker - fill all holes in tile	180 days	\$	-	Labor only	
Women's Locker - caulk all toilets	180 days	\$	-	Labor only	0.5
Women's Locker - scrape and repaint partitions	180 days	\$	-	Labor only	
Women's Locker - fill all holes in the partitions	180 days	\$	-	Labor only	1.5
Women's Locker - clean the grout	180 days	\$	-	Labor only	
Women's Locker - caulk counter top backsplash	180 days	\$	-	Labor only	
Women's Locker - derust towel dispenser	180 days	\$	-	Labor only	
Women's Locker - derust mirror	180 days	\$	-	Labor only	1
Women's Locker - replace leaky facuets	180 days	\$	250.00	Materials only cost	0.5
Women's Locker - add lighting to achieve 20 f/c all area	180 days	\$	200.00	Materials only cost	2.5 State Electric price for new lamp / fixture
Women's Locker - caulk ceiling seam gap	180 days	\$	-	during operation or at night	0.5
PROVIDENCE GRILL at T	ANGLEWOOD TOTA	AL \$ 15,	425.00		27

	PROVIDENC	E at the	е МА	NOR		
Repair Description	WHEN	EST C	OST	COMMENTS	DAYS	1
Kitchen						
Install new 3 comp sink (provided by Providence)	IMMEDIATE	\$ 2!	50.00	Materials only cost	0.5	Providence supplies sink / TWP responsible for insta
Add trim mouldings around entry door and fire pull	180 days	\$ 1!	50.00	Materials only cost		·
rework and caulk cove base at the entry door	180 days	\$ 1!	50.00	Materials only cost		
caulk the outlet at the hand sink to the wall	180 days	\$	-	Labor only	0.5	
can wash sink to install (provided by Providence)	180 days	\$	-	Labor only	2	Providence supplies sink / TWP responsible for insta
caulk outlet to wall at beverage station	180 days	\$	-	Labor only		
remount wall shelf at the beverage counter	180 days	\$	-	Labor only	0.5	
Install prep sink (provided by Providence)	180 days	\$ 50	00.00	Materials only cost - replumbing involved	1	Providence supplies sink / TWP responsible for insta
caulk inside seam of vent hood	180 days	\$	-	Labor only		
cap off pipe pentration under hood	180 days	\$	-	Labor only		
replace cove plate on 208V / 220V outlet under hood	180 days	\$	-	Labor only	1	
Hood lighting, beverage counter, stroage area by freezers,						
over prep line table	180 days	\$ 4,00	00.00	Labor & Materials - shutdown or work completed at night	3	State Electric price for new lamp / fixture
Caulk all open channles under prep table line	180 days	\$	-	Labor only		
replace wooden shelf near dish drop off	180 days	\$ 25	50.00	Materials only cost		
cap off or remove old disposer pipes under dirty dish area	180 days	\$	-	Labor only		
caulk outside and back edge of condensate hood	180 days	\$	-	Labor only		
repair gap at the bottom of the hood (add trim piece?)	180 days	\$	-	Labor only		
caulk side drain table to the wall	180 days	\$	-	Labor only		
remove all curtain rod backets	180 days	\$	-	Labor only		
clean ice machine side caulk all gaps exterior and on lid	180 days	\$	-	Labor only		
remove threaded rodd pentrating through the ceiling	180 days	\$	-	Labor only	1	
repair all sags in drop ceiling	180 days	\$	-	Labor only		
caulk window bottom at side windows	180 days	\$	-	Labor only	1	
	KITCEHN SUB-TOTAL	\$ 5,30	00.00		10.5	
Mens Restroom	WHEN	EST C		COMMENTS	DAYS	
Patch wall over urinal	180 days			Materials only cost		
remove plexiglass from partitions and repaint	180 days			Materials only cost	1	
Replace partitions	180 days			Materials only cost	1.5	
Caulk urinal to the loor and wall	180 days			Materials only cost		
replace all estcutcheons	180 days	\$ 10	00.00	Materials only cost		
caulk cove base to wall with NP1	180 days	\$	-	Labor only		
derust partition hardware	180 days	\$	-	Labor only		
patch celing and paint	180 days			Materials only cost	1	
added lighting at the toilet	180 days			Materials only cost	0.5	State Electric price for new lamp / fixture
paint door frames, window sills and caulk all	180 days			Materials only cost		
replace mirror	180 days			Materials only cost	1	1
	Men's SUB-TOTAL		00.00		5	
Womens Restroom	WHEN	EST C		COMMENTS	DAYS	
Additional lighting at the toilets light	180 days			Materials only cost	0.5	State Electric price for new lamp / fixture
replace all estcutcheons	180 days	\$ 10	UU.00	Materials only cost		
patch celing and paint	180 days	\$	-	Labor only		
derust partition hardware	180 days	\$	-	Labor only		
paint door frames, window sills and caulk all	180 days	\$	-	Labor only	0.5	
replace bell housing under sink that will reach wall	180 days			Materials only cost	0.5	
replace partitions	180 days			Materials only cost	1.5	
finish under counter	180 days Women's SUB-TOTAL			Materials only cost	0.5 <b>3.5</b>	1

	PROVIDENC	E N	IANOR H	OUSE		
Manor House Laundry Items						
Repair Description	WHEN	E	ST COST	COI	MMENTS	DAYS
skim coat or epoxy walls	180 days	\$	100.00	Materials only cost		
paint window frames	180 days	\$	-	Labor only		-
cover all exposed wiring	180 days	\$	250.00	Materials only cost		
cover or seal gaps for the p trap in the ceiling	180 days	\$	100.00	Materials only cost		3
install can wash (provided by Providence)	180 days	\$	500.00	Materials only cost - replum	bing involved	2
added lighting to bring room up to 20 f/c for all areas	180 days	\$	100.00	Materials only cost		0.5
repair door on stairs to laundry	180 days	\$	-	Labor only		0.5
	SUB-TOTAL	L\$	1,050.00			
Hallway, Event Rooms, Office						
dd 1024 device to ice machine water line (Providence						
provides)	180 days	\$	-	Labor only		3
dd lighting in from of ice machine	180 days	\$	100.00	Materials only cost		
aint door and interior of door in Trophy Room closet	180 days	\$	50.00	Materials only cost		:
repaint south end exterior door and frame exterior	180 days	\$	-	Labor only		
s. end linen room under stirs - repaint door frame and all						
infinished wood	180 days	\$	75.00	Materials only cost		
	SUB-TOTAL	L \$	225.00			
S. End Restroom						
Recaulk sink	180 days	\$	-	Labor only		
dd lighting	180 days	\$	100.00	Materials only cost		
ean the tub and sills	180 days	\$	-	Labor only		
place all estcutcheons	180 days	\$	50.00	Materials only cost		
cks for all extra doors and storage rooms	180 days	\$	250.00	Labor only		
	SUB-TOTAI	L \$	400.00			=
S. End Janitor Closet						
pair flooring	180 days	\$	250.00	Materials only cost		
place the backflow on the spigot (Providence provides)	180 days	\$	-	Labor only		
paint or replace shelves (no shelf paper)	180 days	\$	250.00	Materials only cost		
ove disposable items for rooms away from spash area	180 days	\$	-	_Labor only		
	SUB-TOTAI	L \$	500.00			
Room 310						
uch up closet paint	180 days	\$		Materials only cost		
condition or repalce the faucet ring in the tub	180 days	\$		Materials only cost		
aulk sink	180 days	\$	-	Labor only		
aulk medicine cabinet to the wall	180 days	\$	-	Labor only		
nore lighting to reach 20 f/c	180 days	\$		Materials only cost		
_	SUB-TOTAI	L \$	1,000.00			
Room 311						
ouch up paint door frame and closet	180 days	\$	75.00	Materials only cost		
aulk sink	180 days	\$	-	Labor only		
nore bathroom lighting to reach 20 f/c	180 days	\$		Materials only cost		
	SUB-TOTAI	L \$	175.00			
End closet						
atch ceiling	180 days	\$		Materials only cost		
paint ceiling and replace / repair 1/4 rnd	180 days	\$		Materials only cost		
pair holes in the wall and repaint	180 days	\$		Materials only cost		
epaint or replace shelves (no shelf paper)	180 days	\$	250.00	Materials only cost		
efinish and repaint floor	180 days	\$		Materials only cost		<u> </u>
	SUB-TOTAI	L \$	600.00			
Dager 220						

more batthroom lighting to reach 20 f/c patch gap / hole in tile	180 days 180 days	•		
	SUB-TOT	AL \$	200.00	
Room 322				
more batthroom lighting to reach 20 f/c	180 days	\$	100.00 Materials only cost	

State Electric price for new lamp / fixture



0.5 State Electric price for new lamp / fixture

	SUB-TOT/	AL \$	100.00		0.5
Room 324					<u></u>
more batthroom lighting to reach 20 f/c	180 days	\$	100.00	Materials only cost	0.5 State Electric price for new lamp / fixture
	SUB-TOT/	4L \$	100.00	-	0.5
Room 325					
more batthroom lighting to reach 20 f/c	180 days	\$	100.00	Materials only cost	State Electric price for new lamp / fixture
repair towel rack	180 days	\$	150.00	Materials only cost	1
	SUB-TOT/	λL \$	250.00	-	1
Room 326					<u> </u>
more bathroom lighting to reach 20 f/c	180 days	\$	100.00	Materials only cost	0.5 State Electric price for new lamp / fixture
	SUB-TOTA	AL \$	100.00	-	0.5
Housekeeping closet					<u></u>
repaint or replace shelves (no shelf paper)	180 days	\$	250.00	Materials only cost	
bottom shelf must be 6" off floor	180 days	\$	-	Labor only	0.5
replace carpet with vinyl or other smooth surfacing	180 days	\$	250.00	Materials only cost	1
repaint window frame and apron	180 days	\$	-	Labor only	
repair or replace wallpaper	180 days	\$	150.00	Materials only cost	
add broom hangers	180 days	\$	250.00	Materials only cost	
more batthroom lighting to reach 20 f/c	180 days	\$	100.00	Materials only cost	1 State Electric price for new lamp / fixture
·	SUB-TOTA	۱L \$	1,000.00		
					2.5
PROVIDENCE	MANOR HOUSE TOTA	۱L \$	5,700.00		19

#### PROVIDENCE CLUBHOUSE KITCHEN & BALLROOM

PROVIDENCE Clubhouse Kitchen and Ballroom Items	WHEN	Est Cost	Comments						
			figure shown is 50% of the cost split with Providence						
Painting / Electrical / Plumbing Work (50% of estimated			(based on 1/2 the cost from the quotes provided from						
cost)	TBD	\$ 17,000.00	Providence )	10					
CLUBHOUSE KITCEHN BALLROOM TOTAL \$ 17,000.00									
TOTAL ESTIMATED COSTS									
TIMATED RENOVATION & REPAIR COSTS (contracted prices may vary -	-/- after biddi	ng) \$ 47,200.00	TOTAL ESTIMATED REPAIR DAYS NEEDED	75					