

**GUILFORD COUNTY CONTRACT NO. 36428-07/15-085
CITY OF GREENSBORO (LESSEE)**

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

**LEASE AGREEMENT
STERNBERGER PARK**

THIS LEASE AGREEMENT is hereby made and entered into this 1st day of July, 2015, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter termed as the “LESSOR,” and the CITY OF GREENSBORO, a municipal corporation of Guilford County, North Carolina, hereinafter termed “LESSEE.”

W I T N E S S E T H :

WHEREAS, the LESSOR is the owner of a certain tract or parcel of land located at the southwest intersection of Summit Avenue and Dewey Street and commonly known as the Sternberger Park; and,

WHEREAS, the LESSEE desires to lease the above-mentioned park for the purpose of operating the same as a public park and for open space uses; and,

WHEREAS, the LESSOR has consented and agreed to lease said land to the LESSEE in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein provided by and between the Parties hereto, the LESSOR does hereby lease unto the LESSEE that certain tract or parcel of land located in the County of Guilford and State of North Carolina, in Gilmer Township, and described as follows and as shown on the map, which is attached hereto and incorporated herein by reference as ATTACHMENT A hereto:

That certain tract of parcel of land located at the southwest intersection of Summit Avenue and Dewey Street known as 715 Summit Avenue. Save and except any Easements and alleyway rights of record.

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To have and to hold, together with all privileges and appurtenances thereunto belonging upon the following terms and conditions:

1. This Lease shall commence on the July 1, 2015, and shall continue for an initial period of one (1) year and shall have the option for three (3) additional one (1) year renewals by the Parties entering into Contract Amendment(s). The Parties agree that this Lease may be terminated by either Party after the initial term by providing the other Party with at least ninety (90) days prior written notice of termination.
2. The above-described property shall be used as a public park and general open space so long as this Lease shall remain in effect. In addition, the LESSEE may utilize this park as a part of its "STREETSCAPING PROGRAM." In this regard, the LESSEE shall coordinate its park program with the Aycock Neighborhood Association in order to determine the needs and serve the best interests of the community and the citizens.
3. The LESSEE shall pay to the LESSOR a rental of \$1.00 per annum for the use of said premises, payable in advance on or before the date that each annual renewal commences.
4. There shall be no fences or structures permanent in nature erected within the leased area without the express permission from the LESSOR.
5. In order for the LESSEE to make minor improvements of the temporary or removable nature which do not mar the condition or appearance of the property at the LESSEE's expense, the LESSEE must obtain prior approval of the LESSOR. The LESSEE agrees to maintain and keep the property in reasonable repair and condition during the terms of the Lease. There shall be no dumping of trash, debris, limbs stumps or other waste material on the property.
6. The LESSEE shall abide by the Guilford County Park Rules and Regulations, which are attached hereto and incorporated herein by reference as ATTACHMENT B.

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7. Upon the termination of this Lease and at the request of the LESSOR, the LESSEE shall remove, at its own expense, all temporary structures and appurtenances placed on the property by the LESSEE, and it is further agreed that the LESSEE shall surrender said property in as good order and condition as it is in at the beginning of this Lease except for normal wear and landscaping.
8. The Lessor agrees to fully insure or self-insure the Property against casualty, theft or other loss and against personal liability.
9. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. LESSEE will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.
10. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals all pursuant to authority duly granted, in duplicate originals of this Agreement, as of the date hereinabove indicated.

[Remainder of Page Left Intentionally Blank – Execution Pages to Follow]

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CITY OF GREENSBORO (LESSEE)

ATTEST:

CITY OF GREENSBORO

Greensboro City Clerk

Jim Westmoreland, Greensboro City Manager

(CITY SEAL)

Recommended by:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Greensboro City Parks and Recreation
Director

Greensboro City Finance Officer

Approved as to Form:

Assistant City Attorney

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CITY OF GREENSBORO (LESSEE)

ATTEST:

GUILFORD COUNTY

Guilford County Clerk

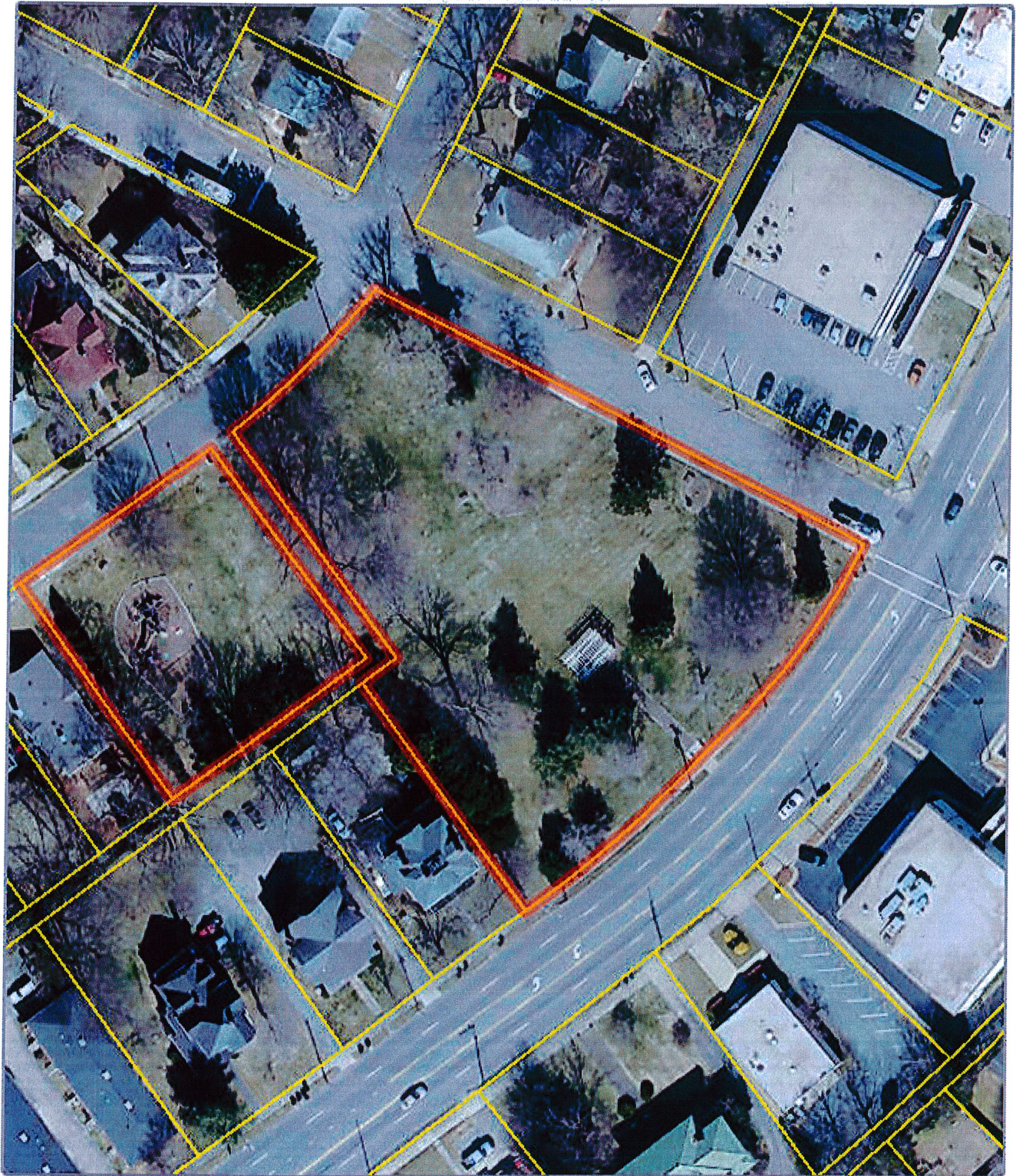
Marty K. Lawing, Guilford County Manager

(COUNTY SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director

Guilford County, NC



Disclaimer: While every effort is made to keep information provided over the internet accurate and up-to-date, Guilford County does not certify the authenticity or accuracy of such information. No warranties, express or implied, are provided for the records and/or mapping data herein, or for their use or interpretation by the User.

Map Scale
1 inch = 81 feet
6/26/2015



Uniform Park & Open Space Rules and Regulations **June 2014**

SUMMARY

These rules and regulations apply to all parks, open space, trails and greenways.
Specific properties may have additional restrictions or allowances which will be posted at the property as a supplement

GENERAL RULES

1. VEHICLES

No motorized vehicles other than registered passenger vehicles and motorcycles are allowed on park roadways. Mopeds, scooters, dirt bikes, go-carts, ATV's and other self-propelled vehicles are prohibited¹. Segways are permitted on greenways only. Permission must be requested in advance to operate Segways and golf carts. Motorized vehicles may only be driven on paved roadways and parked in designated areas. Operation of any motorized vehicles is prohibited on hike trail, bike trails, equestrian trails, exercise trails and any and all trail exclusively reserved for pedestrian traffic. Vehicles may not be parked on grass, greenways nor road shoulders. Note: Certain motorized vehicles may be permitted by park staff upon the park guest showing a valid medical necessity for the vehicle.

2. BICYCLES

Bicycles are allowed only on designated paths, trails and public roadways. All cyclists are encouraged to wear helmets. Cyclists must comply with all traffic laws when riding in public roadways.

3. ROLLER SKATES, ROLLERBLADES, SCOOTERS AND SKATEBOARDS

The use of roller skates, rollerblades, scooters and skateboards is prohibited.

4. ADVERTISING

The posting of any signs, posters, notices and flyers is prohibited without prior authorization from Guilford County Facilities and Parks Administration.

¹ The use of Segways and golf carts may be permitted with park staff approval. Upon approval park staff will issue the guest a parking pass. The guest operating the Segway or golf cart must be sixteen (16) years of age and present a valid driver's license to receive a parking pass.

5. EXCAVATIONS

Making an excavation and use of metal detectors is prohibited.

6. PLANT MATERIAL

The digging, transplanting, bruising, mutilation or any other abuse of natural vegetation and plant material is prohibited.

7. GUNS, FIREARMS AND INCENDIARY DEVICES

All patrons of the park must adhere to Guilford County Ordinances in regards to Guns, Firearms and Incendiary Devices, including but not limited to, Section 13-5 Firearms, Fireworks, etc. which states:

It shall be unlawful for any person to discharge, shoot, fire or explode, or cause to be discharged, shot, fired or exploded, any firearm including, but not limited to, air rifles, toy pistols, toy guns or other toy arms designed to forcibly hurl a projectile or missile at any time or under any circumstances within any park, or to openly carry any firearms in any park. The use of fireworks of any type is expressly prohibited except at approved and permitted events. Archery equipment, slingshots or other similar devices shall be shot or discharged only in those areas within the parks which are specifically set aside for such purposes and so posted.

8. ANIMALS

All horses, dogs, cats and other domestic animals must be kept on a leash at all times in accordance with Guilford County Leash Law. Pet owners are required to clean up and dispose of pet excrement. Horses must be restricted to designated equestrian paths only. Horse trailers must be parked in designated areas. No animals are allowed to enter lakes or ponds whether on or off leash.

9. MOLESTING ANIMALS

The trapping, catching, wounding, killing, teasing, injuring and cruel treatment of any live animals and wildlife on park property or attempt to engage in any of the above is strictly prohibited. The feeding of wildlife is prohibited. The release, placement and abandonment of any animal are prohibited.

10. DISTURBANCE OF FISH AND AQUATIC LIFE IN PROHIBITED AREAS

Fishing in any waters other than those designated by Guilford County Facilities and Parks Administration is prohibited. NC Wildlife Resources Commission Fishing Rules & Regulations and any other governing water authority along with Guilford County Facility and Park rules will apply. Catch and Release is encouraged at all facilities.

11. PROFITEERING

Except for approved fundraising events by the Facilities and Parks Administration, no person may engage in soliciting, peddling, panhandling and selling. The sale of food and drink products, clothing and any and all other items is strictly prohibited without prior consent.

12. FUNDRAISING EVENTS

In its sole discretion, Guilford County Facilities and Parks Administration on behalf of Guilford County may approve parks or open space to be used for fundraising events. No event will be permitted without prior, written approval by Facilities and Parks Administration on behalf of Guilford County. Failure to obtain prior, written approval may result in Guilford County bringing court action against the parties as allowable by law. Applicable fees, park rules, and conditions apply.

13. POLITICAL ACTIVISM

Political speeches and demonstrations are prohibited. Directly approaching and soliciting park patrons for the purposes of political handouts, surveys and request for support and donations is prohibited.

14. GAMBLING

Engaging in and conducting or carrying on any game of chance at which money, property or other items of value are bet is prohibited.

15. TOBACCO USE

Tobacco use is prohibited in all buildings and structures and aquatic centers and is discouraged on all properties

16. SEX OFFENDERS

No person registered with the State of North Carolina and/or any other governing agency as a registered sex offender shall be within 250 feet of any playground, amusement ride or youth athletic event.

17. ALCOHOLIC BEVERAGES

The possession, consumption and/or sale of beer, wine and other alcoholic beverages is strictly prohibited except in shelter and clubhouse facilities as indicated at specific properties.

18. SPORTS FIELD USAGE

All athletic games, practices, scrimmages, including but not limited to football, baseball, basketball, soccer, Frisbee, disk golf, tennis, ultimate, and golf must be played on fields, courts, playing surfaces expressly manufactured, supplied and identified for that specific activity use.

19. FIRES AND GRILLS

The building, creating or making of any fires or flames is prohibited, except in any stationary grill provided or any gas grill or deep fryer approved prior to use and placed in a designated location. Under no circumstances may any open flame be located inside a shelter or building with the exception of Sterno type canisters to heat food and ceremonial candles such as birthday, unity and memorial candles. Additional fees may be assessed when flour and grease stains are not thoroughly cleaned. Deep fryer grease must be removed from property in appropriate container and may not be emptied on premises.

20. DUMPING

Disposal of refuse, trash and litter is strictly prohibited except in supplied receptacles.

21. USE OF PARKS and OPEN SPACE AFTER HOURS

Entrance and/or use of facilities after posted park hours of operation will be considered trespassing and violators may be prosecuted. Exceptions are limited to County sanctioned after hour's special events, private rental of clubhouse facilities and campgrounds.

22. ACCESS TO GUILFORD COUNTY PROPERTY NOT OPEN TO THE PUBLIC

Any group or individual desiring access to a park, open space, trail or other Guilford County property not open to the public, must request so in writing to the Director of Facilities and Parks. Request must include justification and dates access is requested. Anyone on the property without written approval will be considered trespassing.

23. AMPLIFIED MUSIC

Except when permitted for approved events, amplified music/sound is not allowed, including but not limited to live DJ, microphones, karaoke, stereos, radios, boom boxes, live bands and choral groups. Cars are not to be used as outdoor sound systems.

24. REMOTE CONTROL VEHICLES AND TRAJECTORIES

The use and operation of gasoline and electrically operated remote controlled items including but not limited to cars, boats, airplanes, jet, helicopters and rockets is strictly prohibited.

25. FEES

All fees and charges associated with the operation of park facilities owned and operated by Guilford County shall be subject to the recommendations and approval of the Guilford County Parks and Recreation Advisory Board and may be subject to approval by the Guilford County Board of Commissioners. All fees must be paid in advance for the use of any facility or services.

26. PICNIC SHELTER USE

Advanced reservations for picnic usage is strongly encouraged. Picnic shelter use is based on a first come, first served basis for groups of 20 or fewer at no charge if the shelter is not reserved. Groups of 20 and more are required to pay according to the scheduled posted fees for half-day rental or full day rental. These fees are due at time of reservation. Renter must be over the age of 21. Shelter usage is subject to rules and regulations as described in the local shelter rules documents. Shelters must be cleaned and vacated no later than 15 minute prior to posted park closing hours.

27. USE OF LAKES AND PONDS

Where fishing is allowed North Carolina Wildlife Resources Commission regulations must be complied with:

Individuals 16 years of age and older must possess a valid North Carolina Fishing License

Individuals under the age of 16 must be accompanied by an adult in possession of a valid North Carolina Fishing License

Please refer to individual park fishing and boating rules and regulations as they apply to individual locations as some facilities are governed by third party authorities.

Swimming is not allowed in any open body of water.

Individuals renting canoes, kayaks and rowboats must wear a US Coast Guard approved personal flotation device (PFD) at all times.

Catch and release is strongly encouraged.

28. TRAIL USAGE

All trails are open according to posted hours. Trail patrons must adhere to trail designation and associated restrictions. Removal of vegetation is prohibited.

29. INDOOR RENTALS

Please refer to the individual park documents regarding rules and regulations of indoor facility rentals.

30. AQUATIC FACILITIES

Please refer to individual park documents regarding rules and regulations of aquatic facility usage and rentals.

31. DOG PARK RULES

Please refer to the individual park documents regarding rules and regulations of the Dog Parks.

32. GOLF AND DRIVING RANGE

Please refer to the individual park documents regarding rules and regulations of the Golf Course and Driving Range facility.

33. CAMPING

Please refer to the individual park documents regarding rules and regulations of camping.

34. TIPS

Employees may not accept tips, gratuities or gifts from park patrons.

35. Financial Policies

Employees must have supporting documentation, detail notes in REC TRAC and supervisory approval to adjust account balances.



GUILFORD COUNTY PARKS SHELTER USE POLICIES (rev. 3/3/14)

Thank you for renting a Guilford County shelter for your gathering. We would like to remind you:

- 1) Renter must be 21 years of age or older.
- 2) Beer and wine are allowed ONLY if arrangements have been made in advance. **Any other alcoholic beverages are strictly prohibited.** Beer and wine may not leave shelter. GLASS CONTAINERS OF ANY KIND ARE PROHIBITED.
- 3) Following shelter use, the shelter and surrounding area must be cleaned of all trash. The trash must be placed in trash cans.
- 4) **Except when permitted for an approved event, amplified music/sound is not allowed in the park, including but not limited to live DJ, microphones, karaoke, stereos, boom boxes, live bands and choral groups. Cars are not to be used as outdoor sound systems.**
- 5) All propane grills and deep fryers must be placed **in the grass** beyond the tree line, not in the shelter. All grease and flour stains must be completely cleaned up prior to vacating the shelter. Used cooking oil must be removed from premises.
- 6) All shelters must be cleaned and vacated no later than 15 minutes prior to park closing to avoid additional charges.
- 7) Third party rentals including but not limited to amusement rides, dunking booths, games, and vending machines may be permitted with advanced approval from park management and are subject to usage fees. Food vendors are required to submit appropriate business, health and insurance documentation in order to conduct business at Guilford County parks and are subject to usage fees.
- 8) All motor vehicles must be parked in appropriate assigned parking areas. Motor vehicles may not be parked adjacent to shelters.
- 9) **The display of decorative items utilizing tape, glue, staples, tacks, nails, paint, markers, and screws is prohibited. Signs, banners, streamers, tarps, and piñatas may only be hung in designated areas with string.**
- 10) **The use of glass containers, silly string, fireworks, sparklers, candles, shaving cream, glitter, confetti water balloons and any other items that create additional cleaning expense are prohibited.**

Cancellation Policy:

Full refund when cancelled within 10 days of making reservation and payment in full and more than 30 days prior to reservation.

Full refund less \$35 administrative fee when cancelled 30 days or more prior to date of reservation.

50% refund when cancelled 8-29 days prior to date of reservation.

NO REFUND when cancelled 7 days or less prior to date of reservation.

IN THE EVENT OF INCLEMENT WEATHER, ADVANCE PAYMENTS MAY BE APPLIED TO FUTURE RENTALS BASED ON AVAILABILITY AT THE SOLE DISCRETION OF GUILFORD COUNTY PARK MANAGEMENT.

I have read, understand, and agree to abide by the Guilford County Parks Shelter Use Policies. I understand that any violations of the policies may result in expulsion and/or suspension of any further use of the facility.