

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF Ashe

THIS LEASE AGREEMENT, made and entered into this the ____ day of **June 2026**, by and between, **Ashe County North Carolina** hereinafter designated as Lessor, and the **Appalachian State University** , hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, pursuant to UNC Policy Manual Section 600.1.3, the University of North Carolina Board of Governors delegated to the chancellors of constituent institutions, including but not limited to Lessor, the power to dispose of a leasehold interest in real property with an annual value less than \$100,000 and a term of not more than 3 years;

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **Town of Jefferson** County of Ashe, North Carolina, more particularly described as follows:

Being approximately 1,992 net square feet of office space located at 626 Ashe Central School Rd, Jefferson, Ashe County, North Carolina and further described in "Exhibit A"

(Appalachian Senior Programs)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on the **1st day of August 2026**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of July, 2029**.
2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$14,581.44** Dollars per annum, which sum shall be paid in equal monthly installments of **\$1,215.12** Dollars. The Lessee agrees to pay the aforesaid

rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.
- B. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. Maintenance of lawns, parking areas (including snow, ice and debris removal) and common areas is required.
- C. Parking
- D. Elevator service, if applicable.
- E. The Lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.
- F. All stormwater fees.
- G. Any fire or safety inspection fees.
- H. Daily janitorial services and supplies for common areas.
- I. All utilities, except telephone.
- J. All land transfer tax/fees imposed by the County or City in which the space is located.
- K. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.
- L. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and "Specifications for Non-advertised Lease."

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light

fixture ballasts, lenses covers, bulbs and tubes, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving fifteen (15) days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **Attn: Ashe County Manager, 150 Government Cir, Jefferson, North Carolina 28640**; the Lessee at **Attn: Melody Pineda, Appalachian State University, University Operations , 438 Academy Street, BB Dougherty Admin Bldg 1st FL, Boone, NC 28608** with a copy to **Office of General Counsel, Appalachian State University, 438 Academy Street, BB Dougherty Admin Bldg 3rd Floor, Boone, NC 28608**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or

agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

(Remainder of page intentionally blank)

LESSEE:

APPALACHIAN STATE UNIVERSITY

By: _____ (SEAL)
Heather Norris
Chancellor

STATE OF NORTH CAROLINA

COUNTY OF WATAUGA

I, _____, a Notary Public in and for the County of ___ and State aforesaid, do hereby certify that **Heather Norris**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Chancellor of Appalachian State University, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ___ day of _____, 20__.

Notary Public
Printed Name: _____

My Commission expires _____.

(Notary Seal)

LESSOR:

Ashe County, North Carolina

By: _____ (SEAL)

Adam Stumb
Ashe County Manager

(modify notary section for appropriate corporate entity)

STATE OF NORTH CAROLINA

COUNTY OF ASHE

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, personally came before me this day and acknowledge the due execution of the foregoing instrument for the purposes state herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the _____ day of _____, 20____.

Notary Public
Printed Name: _____

My Commission expires _____

(Notary Seal)

Add "Exhibit A" to document