

**FORSYTH COUNTY  
BOARD OF COMMISSIONERS**

**DRAFT**

MEETING DATE: OCTOBER 10, 2019 AGENDA ITEM NUMBER: 12

**SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL OF LEASE WITH LIBERTY PLAZA, LLC, AS LANDLORD AND FORSYTH COUNTY AS TENANT FOR SPACE AT 102 WEST THIRD STREET, WINSTON-SALEM, NORTH CAROLINA FOR THE PUBLIC DEFENDER'S OFFICE (GENERAL SERVICES DEPARTMENT)**

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

**SUMMARY OF INFORMATION:**

ATTACHMENTS:  YES  NO

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
COUNTY MANAGER

**RESOLUTION AUTHORIZING EXECUTION OF A RENEWAL OF LEASE WITH  
LIBERTY PLAZA, LLC, AS LANDLORD AND FORSYTH COUNTY AS TENANT FOR  
SPACE AT 102 WEST THIRD STREET, WINSTON-SALEM, NORTH CAROLINA,  
FOR THE PUBLIC DEFENDER'S OFFICE  
(GENERAL SERVICES DEPARTMENT)**

**WHEREAS** on March 1, 2017, Liberty Plaza, LLC, executed a three-year Lease Agreement with Forsyth County for space located in Suite 300 at 102 West Third Street, Winston Salem, North Carolina, for space for the Public Defender's Office;

**WHEREAS** the Agreement allows Forsyth County to renew the Agreement for two additional one-year terms and the County desires to renew the Lease at a monthly rate of \$10,570.21 from March 1, 2020, to February 28, 2021, and at a monthly rate of \$10,887.32 from March 1, 2021, to February 28, 2022; and

**WHEREAS** staff recommends renewing the current Lease Agreement to extend the Lease for two additional one-year terms beginning March 1, 2020;

**NOW, THEREFORE, BE IT RESOLVED**, that the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, the above-described Lease Renewal with Liberty Plaza, LLC, in substantially similar form to the attached First Renewal of Lease, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney.

Adopted this the 10<sup>th</sup> day of October 2019.

FIRST RENEWAL OF LEASE

THIS FIRST RENEWAL TO LEASE (the "Renewal") dated this \_\_\_\_\_ day of October 2019 (the "Effective date") by and between LIBERTY PLAZA, LLC, ("Landlord") and Forsyth County North Carolina (hereinafter "Tenant").

WHEREAS, Landlord and Tenant previously have entered into a Lease Agreement dated March 1, 2017, for the County to lease 9,172 square feet at the Liberty Plaza Building to be used as the Public Defender’s Office; and

WHEREAS, Landlord and Tenant desire to renew the Lease as hereinafter provided;

NOW, THEREFORE, in good consideration of the mutual promises and covenants herein contained and other good and valuable consideration set forth in the Renewal, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to renew and amend the Agreement as follows:

In Section 1.1, the Scheduled Expiration date is deleted and replaced with  
SCHEDULED EXPIRATION DATE: February 28, 2022;

and in Section 1.1, the following is added to the subsection “RENT”:

RENT: 03/01/20-02/28/21 \$10,570.21 per month  
03/01/21-02/28/22 \$10,887.32 per month

All terms and conditions of the Lease, except as amended hereby, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Renewal to Lease to be executed as of the day and year first above written, all pursuant to authority duly granted.

LANDLORD:  
LIBERTY PLAZA, LLC  
By: Atlantic Coast Commercial, LLC

TENANT:  
Forsyth County, North Carolina

By: \_\_\_\_\_  
William H. Daniel

By: \_\_\_\_\_

Title: Agent \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_