

# NOTES

TO: Honorable Mayor and City Council Members

FROM: Barbara Lipscomb, City Manager *BL*

DATE: December 14, 2016

SUBJECT: Materials for Your Information

Please find attached the following materials for your information:

1. A memo from Ben Griffith, Community Development Director, providing a report on the Down East Farmers Market
2. A memo from Roger Johnson, Economic Development and Revitalization Manager, regarding the Georgetown Shoppes parking lot lease agreement

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Attachments

cc: Dave Holec, City Attorney  
Carol Barwick, City Clerk



# Memorandum

**To:** Merrill Flood, Assistant City Manager

**From:** Ben Griffith, Community Development Director

*Ben*

**Date:** November 28, 2016

**Subject:** Down East Farmers' Market report

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The Down East Farmers' Market, held Saturday mornings from 8:00 AM to noon at the Five Points Plaza parking lot, ran from September 10<sup>th</sup> to November 12<sup>th</sup> in this, it's first season. The market was organized and operated by Maxine White, Executive Director of the Coalition for Healthier Eating and featured sustainably-produced fruits, vegetables and meats from local farmers. City staff was directed to contact Ms. White at the conclusion of the season and provide a report on the market.

Ms. White reported that initially, the market did well; however, by the third week, sales fell drastically due to extremely low customer turnout. Despite being set up at Five Points during ECU home football games, all of her customers were locals and not heading to the tailgate area, according to Ms. White.

Close to the Five Points location, there are several other small farmers' markets in the area; some set up near local community gardens and others at local churches in conjunction with their respective food pantry operations. There is one just a couple of blocks away in the West Greenville area at a local church, which draws customers from the neighborhood who do not have transportation to Five Points. There are several farm stands alongside local roadways which sell produce, although much of it is not locally-grown, according to Ms. White.

Ms. White also stated that a late start in the season did not help. She feels that there is a genuine interest in sustainably-grown food and that if a strong marketing campaign were begun early enough in the season to familiarize people with the market, people would realize that the farmers' market at Five Points is a benefit to the area, which hopefully, would increase turnout.

Ms. White was very appreciative of the support of the Mayor, City Council and City staff in getting the Down East Farmers' Market started this year, and will explore restarting the market earlier next season.



*Find yourself in good company*

**MEMORANDUM**

**TO:** Barbara Lipscomb, City Manager

**FROM:** Roger Johnson, Economic Development & Revitalization Manager *RJ*

**DATE:** December 7, 2016

**RE:** Notes to Council

**SUBJECT:** Georgetown Shoppes Parking Lot Lease Agreement

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During Monday's City Council meeting Councilman Connelly asked for a copy of a lease agreement for a privately owned parking lot. For your consideration, we provide an agreement between Julian & Barbara Rawls and the City of Greenville for the privately owned parking lot adjacent to Georgetown Shoppes in Uptown Greenville. Noteworthy, is that many in the community commonly refer to this parking lot as "The Chico's Lot".

While this agreement was executed in 2010, this lease automatically renews on a month-to-month basis, under the same terms and conditions, until either party legally provides a termination notice to the other party.

cc: Merrill Flood, Assistant City Manager

FINAL

NORTH CAROLINA  
COUNTY OF PITT

LEASE  
AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 11<sup>th</sup> day of October 2010, by and between Julian W. Rawl, and wife, Barbara B. Rawl, Parties of the First Part and hereinafter referred to as LESSOR, and the City of Greenville, a North Carolina municipal corporation, Party of the Second Part and hereinafter referred to as LESSEE;

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, LESSOR does hereby let and lease unto the LESSEE, and said LESSEE does hereby accept as lessee of said LESSOR a certain parcel of land together with the improvements thereon situate, lying and being in Pitt County, North Carolina, and more particularly described as follows:

Being a portion of a certain tract or parcel of land situate in Greenville Township, Pitt County, North Carolina, located north and west of Reade Street and east of Cotanche Street, being known as Georgetown Shops, have Tax Assessor's parcel identification number 18721, and acquired by the Lessor by deed recorded in Book 439, Page 583, in the Office of the Register of Deeds of Pitt County, with said portion being the area of the property improved and used for the movement and parking of vehicles.

The terms and conditions of this lease are as follows:

1) **Term.** This lease shall begin on the 1<sup>st</sup> day of January, 2011, and, unless sooner terminated or extended as herein provided, shall exist and continue until the 31<sup>st</sup> day of December, 2013.

2) **Rental.** As rental for said premises, the LESSEE shall pay to the LESSOR rental fees according to the schedule below with each monthly installment being payable on or before the 15<sup>th</sup> day of the following calendar month.

a) For the period beginning on January 1, 2011 and ending December 31, 2011 a fee of \$596.00 per month shall be paid by LESSEE to LESSOR

b) For the period beginning on January 1, 2012 and ending December 31, 2012 a fee of \$614.00 per month shall be paid by LESSEE to LESSOR



c) For the period beginning on January 1, 2013 and ending December 31, 2013 a fee of \$633.00 per month shall be paid by LESSEE to LESSOR

3) **Taxes.** During the term of this lease, the LESSOR shall pay all taxes and assessments imposed on the demised premises by any lawful authority.

4) **Repairs and Maintenance.** It is understood and agreed that the LESSEE accepts said premises in the physical condition in which the same now are and that the LESSOR shall be under no obligation whatever to make any repairs or replacements to said premises during the term of this lease. LESSEE represents that it has inspected the demised premises and found it to be in acceptable condition for the purposes of being a parking lot, and accepts the demised premises in its current condition. Upon execution of this Lease Agreement, LESSEE shall be fully responsible for the maintenance and upkeep of the demised premises and shall keep the demised premises in the same order and condition as of the date of this Lease Agreement, excepting ordinary wear and tear.

5) **Improvements.** LESSEE may at any time during the term of this Lease make improvements to the demised premises relating to its use as a parking lot including such improvements as repaving, striping, installing signs, and similar improvements. However, LESSEE may erect any buildings or structures upon the demised premises only with the written consent of the LESSOR.

6) **Use of Premises.** It is expressly agreed that the demised premises shall, during the term of this lease, be used exclusively for a parking lot except that the demised premises may be used as a venue for special events for no more than six (6) days during any calendar year. It is expressly agreed that the LESSEE shall have the right to utilize parking meters on the demised premises and collect revenue from said meters.

7) **Assignment and Subletting.** LESSEE shall have the right to sublet any portion of the demised premises for parking purposes but shall not have the right to sublet for any other use without the written consent of the LESSOR.

8) **Quiet Possession.** The LESSOR covenants to and with LESSEE that upon timely payment of rent, LESSEE shall have the right to quiet possession of the demised premises, free from any adverse claims whatsoever from any persons whomsoever, upon the terms and conditions of this Lease Agreement.

9) **Termination.** Except as provided in paragraph 10 herein, this Lease Agreement may not be terminated except upon written consent of both parties.

10) **Default.** If LESSEE shall neglect to pay any installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from the LESSOR calling attention to the non-payment or default, the LESSOR may declare this lease terminated and take possession of the demised premises without prejudice to any other legal remedy it may have on account of such default. If the LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from the LESSEE calling attention to such default, LESSEE may declare this lease agreement terminated without prejudice to any other legal remedy it may have on account of such default.

11) **Surrender of Premises.** At the end of the term or any final extension thereof, LESSEE shall peaceably yield up the demised premises to the LESSOR in as good repair and condition as of the date of this Lease Agreement.

12) **Holding Over.** If LESSEE remains in possession of the demised premises after the expiration of the term of this Lease Agreement, LESSEE shall be deemed to be occupying said premises as a tenant from month-to-month only, but otherwise subject to all of the terms and conditions of this Lease Agreement. The month-to-month tenancy may be terminated by either party as provided by law.

13) **Exercise of Rights and Notice.** The exercise of any right or privilege by a party hereunder shall be made effective by the personal delivery or by the mailing of a written notice of such exercise to the other party unless a specific provision of this Lease Agreement provides

otherwise. Notice shall be effective upon any actual delivery or three days after mailing by first class, United States mail, postage prepaid, addressed to the other party at the address set forth below:

**LESSEE:**  
City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835

**LESSOR:**  
Julian W. Rawl  
PO Box 8068  
Greenville, NC 27835

**14) Survival and Binding Effect.** This Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, beneficiaries, legal representatives, successors and assigns.

**15) Waiver and Modification.** Neither this Lease Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by written instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. Failure by the LESSOR or LESSEE to insist on strict compliance with any term or condition shall not be deemed a waiver of said compliance.

**16) Unenforceability.** If any provision of this Lease Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Lease Agreement shall continue in full force and effect.

**17) Public Liability.** LESSOR shall not be liable to LESSEE or to LESSEE's employees, agents, licensees, invitees, visitors, or to any other person or persons, for any damage or injury to person or property arising out of or in any way connected with the Premises. LESSEE shall and does hereby covenant and agree to indemnify and hold LESSOR harmless from and against any and all claims, damages, injuries, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in any way connected with the Premises, use of the Premises by LESSEE, or failure of LESSEE to maintain the Premises in good condition.




18) Entire Agreement. This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement in duplicate originals, one of which is retained by each of the parties, on the day and year first written above.

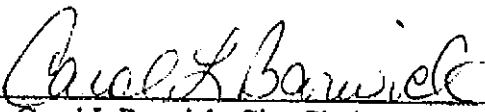
CITY OF GREENVILLE

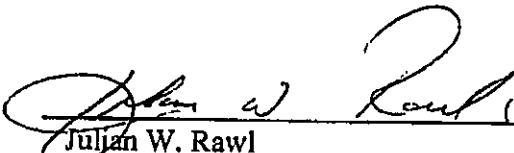
BY:


  
\_\_\_\_\_  
Patricia C. Dunn, Mayor

ATTEST:

BY:

  
\_\_\_\_\_  
Carol L. Barwick, City Clerk

  
\_\_\_\_\_  
Julian W. Rawl (Seal)

  
\_\_\_\_\_  
Barbara B. Rawl (Seal)



NORTH CAROLINA  
PITT COUNTY

I, Patricia A. Dugg, a Notary Public in and for the aforesaid County and State, do hereby certify that Carol D. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the CITY OF GREENVILLE, the foregoing instrument was signed in its corporate name by its Mayor, sealed with its corporate seal, and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the 21<sup>st</sup> day of December, 2010.

Patricia A. Dugg  
Notary Public

My Commission expires: 9-4-2011

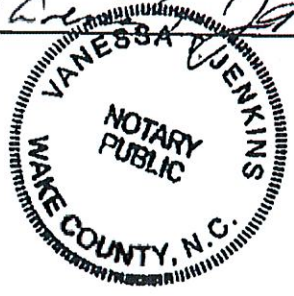
NORTH CAROLINA  
PITT COUNTY

Wake Co I, Vanessa Jenkins, a Notary Public of Pitt County, North Carolina, do hereby certify that Julian W. Rawl, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 5 day of January, 2010.

Vanessa Jenkins  
Notary Public

My Commission Expires: 1-21-2013



**NORTH CAROLINA  
PITT COUNTY**

*Wake*  
I, Vanessa T. Jenkins, a Notary Public of Wake County, North Carolina,  
do hereby certify that Barbara B. Rawl, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the 5 day of January, 2014.

Vanessa T. Jenkins  
Notary Public

My Commission Expires: 1-21-2013

