
REDEVELOPMENT



COMMISSION

MEMO

To: Redevelopment Commission Members
From: Tom Wisemiller, Economic Development Project Coordinator
Date: October 2, 2015
SUBJECT: Redevelopment Commission Meeting

The Redevelopment Commission is scheduled to meet for a regular business meeting on Tuesday, October 6th 2015 at the Greenville City Hall. At the meeting, the Redevelopment Commission will be asked to approve a property acquisition.

Updates on the following projects/items will also be included on the Agenda:

- Bond Referendum
- Go Science Lease

We look forward to seeing you at the August meeting. If you have any questions or need additional information, please feel free to call me at 329-4514, or Betty Moseley at 329-4481.

Redevelopment Commission Meeting
Tuesday, October 6th, 2015 ~ 5:30 PM

City Council Chambers ~ 200 West 5th Street

Agenda

- I. Welcome
- II. Roll Call
- III. Approval of Minutes – September 1st, 2015
- IV. Presentation on the Proposed Bond Referendum
- V. Update on Go Science Lease
- VI. Public Comment Period
- VII. West Greenville Property Acquisition
- VIII. Report from Secretary
 - a. Monthly Financial Report
- IX. Comments from Commission Members
- X. Closed Session
- XI. Adjournment

DRAFT OF MINUTES PROPOSED FOR ADOPTION
Redevelopment Commission
Meeting Minutes
Tuesday, September 1, 2015
Greenville, North Carolina

Present:

- | | | |
|---|---|---|
| <input type="checkbox"/> Angela Marshall | <input checked="" type="checkbox"/> Mark Woodson | <input checked="" type="checkbox"/> Sharif Hatoum |
| <input checked="" type="checkbox"/> Jeremy King | <input checked="" type="checkbox"/> Patricia Dunn | |
| <input checked="" type="checkbox"/> Judy Siguaw | <input checked="" type="checkbox"/> Richard Patterson | |

Absent:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Angela Marshall | <input type="checkbox"/> Mark Woodson | <input type="checkbox"/> Sharif Hatoum |
| <input type="checkbox"/> Jeremy King | <input type="checkbox"/> Patricia Dunn | |
| <input type="checkbox"/> Judy Siguaw | <input type="checkbox"/> Richard Patterson | |

Staff:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Merrill Flood | <input type="checkbox"/> Casey Verburg |
| <input type="checkbox"/> Kandie Smith (City Council Liaison) | <input type="checkbox"/> Christian Lockamy |
| <input checked="" type="checkbox"/> Tom Wisemiller | <input checked="" type="checkbox"/> Betty Moseley |
-

I. Welcome

II. Roll Call

III. Approval of Minutes – August 4, 2015

Motion was made by Mr. King and seconded by Mr. Patterson to approve the meeting minutes for August 4, 2015 as presented. Motion carried unanimously.

IV. Update on the Hodges Alley Improvement Project

Mr. Wisemiller gave the update on the Hodges Alley Improvement Project. Staff last updated the RDC on this project in September of 2014. Due to other projects, such as the parking deck, this project did not make it in the queue. Business owners are beginning to inquire about it. RDC previously used bond funds to complete the Cotanche/Reade streetscape and to complete improvements and upgrades on the Hodges parking lot. One section of the Hodges alley, which is owned by the City, was not included in those improvements. The alley has buckling pavement, drainage issues among other conditions requiring improvements. Business owners have invested in this block and are interested in seeing improvements to the alley. Proposed improvements to Hodges Alley were to include resurfacing of approximately 40 linear feet of alley plus an addition of 1-2 planters near entrance. The project was originally budgeted for \$34,000 (possibly up to

\$40,000). Staff will need to get new cost estimates. One question the planners will need answered is should the alleyway be for vehicular/truck access or pedestrian-only access.

Mr. Hatoum stated that the business owners would prefer the alley be completely closed off and used for pedestrians only. The Fire department does not use it for emergencies.

Mr. King asked if the one lane was sufficient for vehicles to get in and out.

Mr. Hatoum replied that it was a hazard because the buildings created a blind spot. Since people are always walking through there, it is not a safe alleyway for driving.

Ms. Dunn asked if a different surface material will be used if determined for vehicles or pedestrian.

Mr. Wisemiller replied possibly. Staff can come back with two proposals. One for sidewalk construction and one to withstand vehicles.

Mr. Hatoum stated that it would be nice if there were posts installed to prevent trucks from entering the area. One business has had their canopy torn down at least three times due to trucks passing through. Delivery trucks are being parked there so, by blocking off the alley, trucks won't be able to park there anymore.

Mr. King asked how many business owners were on that side of that parking lot.

Mr. Hatoum replied about fifteen to twenty businesses.

Mr. King asked where the trucks were supposed to unload.

Mr. Hatoum replied that there were plenty of loading zones on the street. The delivery drivers don't want to have to walk.

Ms. Dunn stated that since the alley is narrow, then it is not safe for both trucks and pedestrians.

Mr. Patterson asked if the question of this alley has been brought up at any public forums.

Mr. Hatoum replied that from the conversations he has had with business owners, many of them would rather it be for pedestrians only, but the delivery people want to keep it open due to ease.

Mr. Woodson asked if there needed to be a public forum before the alleyway could be closed off.

Mr. Wisemiller replied yes. Staff will need to ensure that the project is still within budget.

Mr. Hatoum stated that one consideration would be to improve storm water drainage.

Mr. Wisemiller stated that knowing business owners preferred a pedestrian alley staff could get one proposal.

Mr. King stated that he remembered \$34,000 being allocated for the improvement of this alleyway. He would be in agreement with any improvement to the alley that would make it match the other alleyways.

Mr. Woodson asked if this update was for information only and no action is required.

Mr. Wisemiller replied yes, this is for informational purposes. Staff will be back with proposals and maybe a couple of different scenarios.

V. Public Comment Period

No comments were received.

VI. Report from Secretary

a. Monthly Financial Report

Mr. Flood gave the monthly financial report. There were no new expenses to report. There are several activities taking place that were approved with prior actions. Those should be finishing up soon.

Redevelopment Commission Budget FY 2014-2015

Center City Bond Funds

Evans Gateway		Beginning balance:	\$159,000.00
Date			
7/10/2014	Rivers & Associates, Inc.		\$1,480.00
8/5/2014	Rivers & Associates, Inc.		\$2,020.00
8/28/2014	Rivers & Associates, Inc.		\$1,900.00
11/12/2014	Rivers & Associates, Inc., Evans Street Gateway		\$3,500.00
11/18/2014	Rivers & Associates, Inc., Evans Street Gateway		\$690.00
12/9/2014	Rivers & Associates, Inc., Evans Street Gateway		\$1,750.00
1/6/2015	Transfer to Evans Street Accessway		\$88,420.00
1/13/2015	Rivers & Associates, Inc., Evans Street Gateway		\$8,550.00
4/7/2015	Rivers & Associates, Inc. Phase Progress 423 Evans Street		\$4,400.00
4/15/2015	J & H Studios (encumbrance) (drawn \$12,500.00)		\$50,000.00
		Total Spent in Account:	\$162,710.00
		Total Remaining in Account:	-\$3,710.00
Uptown Theatre Repairs		Beginning balance:	\$254,000.00
Date			
12/9/2014	RPA Engineering, Chimney Evaluation		\$1,000.00
12/23/2014	Enviro Assessments East, Inc., Asbestos Abatement		\$4,175.00

1/6/2015	Transfer to Evans Street Accessway		\$63,500.00
		Total Spent in Account:	\$68,675.00
		Total Remaining in Account:	\$185,325.00
Evans Street Accessway			
Date		Beginning balance:	\$233,000.00
7/28/2014	Walker Parking Consultants, Uptown Parking Deck		\$3,600.00
9/9/2014	Rivers & Associates, Inc., Evans Gateway Project		\$14,000.00
10/7/2014	Rivers & Associates, Inc.		\$12,250.00
10/9/2014	Rivers & Associates, Inc.		\$460.00
10/28/2014	Seegars Fence Company, Inc., Temporary Fence 120 West 5th Street		\$873.00
1/6/2015	Transferred from Uptown Theatre Repairs		-\$63,500.00
1/6/2015	Transferred from Evans Gateway		-\$88,420.00
2/16/2015	Barnhill Contracting (encumbrance) (drawn \$118,943.09)		\$189,460.07
3/11/2015	Barnhill Contracting - walkways around parking deck		\$110,500.00
3/11/2015	Barnhill Contracting (encumbrance) (drawn \$13,306.42)		\$50,000.00
		Total Spent in Account:	\$229,223.07
		Total Remaining in Account:	\$176.93
Cotanche to Reade Alley Improvements			
Date		Beginning balance:	\$252,000.00
9/2/2014	Transfer of funds from Uptown Alley Improvements		-\$5,500.00
11/18/2014	Dunn & Dalton Architects		\$1,008.50
1/15/2015	East Carolina Communications, LLC, Install Cable in new CVB		\$3,467.68
2/9/2015	Green Town Properties, Inc., Elevator Usage Fee		\$100,000.00
3/17/2015	A3 Communications Network Cameras		\$2,290.70
4/10/2015	East Carolina Communications, LLC, Install Cable in new CVB		\$600.00
4/27/2015	Carolina Earth Movers (encumbrance) (drawn \$78,972.03)		\$103,207.55
		Total Spent in Account:	\$205,074.43
		Total Remaining in Account:	\$46,925.57
Uptown Alley Improvements			
Date		Beginning balance:	\$49,000.00
9/2/2014	Transfer of funds to Cotanche to Reade Alley Improvements		\$5,500.00
		Total Spent in Account:	\$5,500.00
		Total Remaining in Account:	\$43,500.00
Total of all Center City Bond accounts			\$272,217.50

West Greenville Bond Funds

West 5th Streetscape, Phase II design			
Date		Beginning balance:	\$58,000.00
7/10/2014	Rivers & Associates, Inc.		\$7,245.00
8/5/2014	Rivers & Associates, Inc.		\$5,040.00
9/9/2014	Rivers & Associates, Inc., West 5th Street Streetscape Phase II		\$945.00
11/12/2014	Rivers & Associates, Inc.		\$8,530.00
12/9/2014	Rivers & Associates, Inc., West 5th Street Streetscape Phase II		\$31,600.00

		Total Spent in Account:	\$53,360.00
		Total Remaining in Account:	\$4,640.00
Acquisition			
Date		Beginning balance:	\$270,000.00
7/17/2014	Moore and Piner LLC, Appraisals		\$1,600.00
9/4/2014	Avery, E. Cordell, Title examination 604 Clark Street		\$250.00
9/4/2014	Avery, E. Cordell, Title examination 606 Clark Street		\$250.00
9/4/2014	Avery, E. Cordell, Title examination 650 Atlantic Avenue		\$550.00
10/1/2014	The Appraisal Group, Appraisals 604 Clark Street		\$500.00
11/4/2014	Avery, E. Cordell, 650 Atlantic Avenue		\$100.00
11/4/2014	The Appraisal Group, 606 Clark Street		\$650.00
11/5/2014	Avery, E. Cordell, 604 Clark Street		\$500.00
11/5/2014	Avery, E. Cordell, 650 Atlantic Avenue		\$500.00
12/3/2014	HUD, purchase of Pamilco property from Housing		\$60,673.71
1/13/2015	Parker and Associates Land Surveying, Inc., 650 Atlantic Avenue		\$1,200.00
1/13/2015	Parker and Associates Land Surveying, Inc., 604 Clark Street		\$700.00
3/25/2015	Dunklee & Dunham Environmental Site Assessment		\$2,500.00
3/26/2015	Avery, E. Cordell, 604 Clark Street		\$74,133.63
4/9/2015	Darden Properties 605A Clark Street		\$600.00
4/9/2015	Icerlene King 605A Clark Street		\$1,050.00
4/9/2015	Icerlene King 605A Clark Street		\$2,129.79
5/7/2015	Icerlene King 605A Clark Street		\$2,729.79
5/14/2015	Avery, E. Cordell, 650 Atlantic Avenue		\$31,997.88
		Total Spent in Account:	\$182,614.80
		Total Remaining in Account:	\$87,385.20

Total of all West Greenville Bond accounts **\$92,025.20**

Mr. Flood invited the commission to an upcoming workshop, the Horizons 2026, on September 14 at 6:00pm.



Horizons 2026
GREENVILLE'S COMMUNITY PLAN

WORKSHOP FOR OUR FUTURE

Public Kickoff Meeting for Greenville's New Community Plan

Where do we want the next 40,000 Greenville residents to live, work, and play?

Monday, September 14
6:00 PM - 8:00 PM
Greenville Convention Center
303 SW Greenville Blvd.

Horizons.GreenvilleNC.gov

Mr. King asked when the last update to the Horizons plan was.

Mr. Flood replied 2010. A review is done every five years. The last major update took place in 2004. That one went through a two year process. It is time for another major update.

Ms. Dunn asked how long this one is expected to take.

Mr. Flood replied about eighteen months, however, staff is about three months into the process already.

VII. Comments from Commission Members

Mr. Hatoum stated that there was originally discussion about opening up an alleyway or access point to the parking deck in the area by the Scullery. He asked if there was any progress made.

Mr. Flood replied that the City had not been able to reach an agreement with the owners.

VIII. Closed Session

XI. Adjournment

Motion was made by Mr. King and seconded by Mr. Patterson to adjourn the RDC meeting. Motion carried unanimously.

Respectfully submitted,

Thomas G. Wisemiller
The Economic Development Project Coordinator
City of Greenville Community Development Department

STATE OF NORTH CAROLINA
COUNTY OF PITT

LEASE
AGREEMENT

THIS LEASE AGREEMENT made and entered into this 20th day of November, 2013, by and between the Redevelopment Commission of Greenville, a North Carolina corporation, (hereinafter "Lessor"), and Eastern North Carolina Regional Science Center, Inc. d/b/a GO-Science, a North Carolina corporation, (hereinafter "Lessee");

WITNESSETH

In consideration of the mutual covenants and promises herein contained, the Lessor does hereby let and lease unto the Lessee the following described real property together with a portion of the building and improvements now situated or hereafter to be located upon said property under the terms and conditions hereafter recited:

The Showroom Area portion of the building located at 729 Dickinson Avenue, Greenville, North Carolina. Said Showroom Area being shown on Attachment A as "Showroom Area" and also all of the real property which is not within the building located at 729 Dickinson Avenue and which is located upon the real property consisting of tax parcel number 20038.

To Have and to Hold said premises upon these conditions and with those privileges herein set forth for the term stated and pursuant to the covenants herein contained, said covenants and conditions as follows:

1. TERM. The term of this Lease Agreement shall commence at 12:01 a.m. on the 20th day of November, 2013, and, unless sooner terminated as herein provided, shall exist and continue until 12:01 a.m. on the 19th day of November, 2015. Lessee, at its option, may terminate this Lease Agreement at any time by the provision of written notice to the Lessor at least thirty (30) days prior to the effective date of termination. At the option of Lessor, this Lease Agreement may be extended for an additional two-year term if it receives a written request from Lessee no less than sixty (60) days prior to November 19, 2015, accompanied by a written report demonstrating progress by Lessee to raise funds required to complete renovations to the warehouse and bay areas of the building as depicted in Attachment A. If the Lessor determines to exercise the option to extend the Lease Agreement, the LESSOR shall provide written notice to the Lessee at least fifteen (15) days prior to November 19, 2015. In the event of an extension, all of the terms and conditions of this Lease Agreement shall continue in full force and effect.

2. RENT. Lessee agrees to pay rent in annual installments of one dollar no/100ths dollars (\$1.00), with payment being due on the first day of the lease agreement and upon each one-year anniversary thereafter.

3. Shared Use of Building. It is understood and agreed that the LESSEE is only leasing the Showroom Area portion of the building and the real property which is not located within the building. Other portions of the building are being used by the Greenville Police Department and the Greenville Public Works Department. The Lessee shall ensure that the 30' foot Clear Zone is maintained at all times as clear for the purposes of ingress and egress from the adjacent public street

to the Bay Area GPD Storage and Warehouse Area including, but not limited to, the ingress/egress activities of the emergency vehicles stored within the Bay Area Greenville Police Department Storage. Said 30' Clear Zone, Bay Area GPD Storage, and Warehouse Area being shown on Attachment A.

4. IMPROVEMENTS BY LESSEE. Lessee shall have the right at its expense during the term of this Lease Agreement, with the written consent of the Lessor, to make such alterations, additions and improvements to the premises as desired, but said improvements (except for trade fixtures and personal property placed upon the premises by Lessee) shall be and become a part of the realty and shall be the sole and absolute property of the Lessor upon the termination of this lease. No improvements so made by Lessee shall give right to any lien against the premises on account thereof, it being understood that the liability therefore shall be the sole responsibility of the Lessee. Upon the termination of this Lease Agreement for whatever reason, Lessee at its expense shall return the premises to Lessor in as good condition as existed upon occupancy by Lessee, ordinary wear and tear excepted.

5. IMPROVEMENTS BY LESSOR. Lessor agrees to provide allowances to the Lessee of up to \$200,000 for repairs and alterations to the building and premises as described in Attachment B. Any modifications to the program of work described in Attachment B must be presented to and approved by Lessor prior to commencement of the work. Said repairs and alterations shall be completed by licensed contractors working on behalf of Lessee. City of Greenville staff working on behalf of Lessor shall process payments presented by Lessee for completed work that has received all required inspections and approvals from building code officials. Lessee shall present invoices from licensed contractors for work described in Attachment B along with any requests for payment under this Lease Agreement.

6. AD VALOREM TAXES. All ad valorem taxes imposed by any city or county or other taxing authority upon the premises and the improvements or equipment placed thereon shall, during the term of this Lease Agreement, shall be the responsibility of and shall be paid for by the Lessor. Lessee shall be responsible for and pay all ad valorem taxes imposed upon any personal property located at the demised premises.

7. INSTALLATION AND REMOVAL OF FIXTURES. Lessee may install such fixtures and equipment including, but not limited to signs permitted by City Code, data and telephone lines and other fixtures as may be necessary for its purposes in the leased premises without the violation of the terms hereof and, at the end of the term may remove the same. Lessee shall also be authorized to install fixtures on the premises to include landscaping planters, outdoor furniture, public art as well as scientific equipment. Installation of any fixtures that require subterranean foundations must be pre-approved by Lessor.

8. REPAIRS. During the term of the Lease Agreement, the Lessor shall maintain, at its expense, the roof and the exterior walls of the entire structure. In addition, the Lessor shall be responsible for maintaining the electrical and plumbing systems providing service throughout the structure. In portions of the building and premises being leased to Lessee, Lessee shall maintain and repair, at its expense, the electrical, plumbing, heating, air conditioning and other mechanical installations, and shall be responsible for maintenance of all parking areas, as well as any areas used for outdoor display of scientific equipment. The obligations imposed upon the Lessee by this

paragraph shall include the obligation to maintain and repair window glass. Any damage resulting to the interior of the premises or fixtures or equipment installed therein by the Lessee due to the failure of the Lessee to maintain the said premises shall be the responsibility of the Lessee. At the expiration of the term of this Lease Agreement, the premises shall be returned to Lessor in as good condition as existed on the date of its possession, normal wear and tear excepted. Lessor shall have no responsibility to make any repairs or to replace any fixtures or equipment whatsoever to the premises being leased to Lessee.

9. INSURANCE. Lessor may, at its option, maintain and keep in effect, at its expense, fire and extended coverage insurance on the premises and improvements thereon. Any insurance upon fixtures or contents placed upon the premises by Lessee shall be the sole responsibility of and shall be paid for by the Lessee. Lessee shall at all times during the term of this Lease Agreement maintain and keep in effect, at its expense, insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the Lessor named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The Lessee shall provide the Lessor with a certificate of insurance evidencing said coverage.

10. UTILITIES. During the term of this Lease Agreement, the Lessee shall provide and pay for all utilities, including but not limited to all charges for lights, heat, water, sewer and telephone or other communication service used in connection with said leased property. So long as the Greenville Police Department (GPD) utilizes the bay area for storage of vehicles and equipment, GPD has agreed to provide Lessee with a monthly utility stipend in the amount of \$420. It shall be the responsibility of Lessee to collect this monthly utility stipend from the GPD.

11. INDEMNITY. The Lessor shall not be liable to the Lessee, to the employees or visitors thereof, or to any other person for any damage to person or property caused by any negligent act or omission of the Lessee, its agents, employees, or invitees, and the Lessee agrees to indemnify and hold the Lessor harmless from all claims for any such damage. The Lessee agrees to indemnify and hold harmless the Lessor and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the use or occupation of the demised premises during the term of this Lease Agreement.

12. USE OF PREMISES. During the term of this Lease Agreement, Lessee shall use the premises as a science museum and education facility. Any use of the premises for purposes other than those customarily associated with a science museum and education facility shall be prohibited without the prior written consent of Lessor.

13. DAMAGE OR DESTRUCTION BY FIRE. In the event that the building on the leased premises shall be damaged by fire or other casualty during the term of this Lease Agreement, the Lessee shall give immediate notice thereof in writing to the Lessor. The Lessor and Lessee shall have thirty (30) days after the receipt of such notice to determine whether to terminate the lease and either party may terminate the lease during said period by the provision of written notice to the other party at least ten (10) days prior to the effective date of termination. There shall be no payment of rent until the premises are rendered fit for occupancy and any rent paid shall be rebated for the period such unfitness continues.

14. ASSIGNMENT AND SUBLETTING. The Lessee shall make no assignment of this Lease Agreement or sublease of the premises or any portion thereof except with the written consent of the Lessor, provided, that any such assignment or subletting consented to by the Lessor shall not relieve Lessee of the obligations for monthly rent herein provided unless said obligations are discharged by Lessor in writing.

15. DEFAULT. Should the Lessee neglect to make any payment of rent when due or neglect to do or perform any covenant hereof binding on Lessee and any such default continues for a period of ten (10) days after written notice by the Lessor calling attention to such default, the Lessor may declare this Lease Agreement terminated and take possession of the said premises without prejudice to any other legal remedy on account of such default. In addition, any amounts owed by Lessee to Lessor under and by virtue of any provisions of the lease shall bear interest at the rate of 8% per annum from the date of default or nonpayment until paid. Should the Lessor neglect to do or perform any covenant hereof binding on Lessor and any such default continues for a period of ten (10) days after written notice by the Lessee calling attention to such default, the Lessee may declare this Lease Agreement terminated and vacate the said premises without prejudice to any other legal remedy on account of such default.

16. QUIET ENJOYMENT. Upon payment of the rental herein provided and upon performance of all the covenants, terms and conditions hereof applicable to the Lessee, the Lessee shall peaceably and quietly hold and enjoy the leased property for the term hereof without hindrance or interruption by the Lessor or any other person or persons rightfully claiming by, through or under the Lessor, subject nevertheless to the terms and conditions of this lease.

17. COMPLIANCE WITH LAWS. Lessee shall observe all federal, state, and local laws and regulations as they pertain to Lessee's use and occupation of the demised premises. Lessee shall indemnify and hold harmless the Lessor from and against any liability arising from such laws or regulations caused by Lessee's use or occupation of the leased premises.

18. ACCESS BY OWNER. The Lessor or representatives thereof shall have the right to enter the leased property, with notice to the Lessee and when accompanied by an employee of the Lessee, at any and all reasonable times for the purpose of inspecting the same or for the purpose of ensuring that all repairs required of the Lessee under the terms hereof are made.

19. WAIVER. No waiver of the rights of the Lessor hereunder shall be implied from the acceptance of rental payments subsequent to a default by the Lessee, nor shall any waiver of such rights be deemed applicable to a like subsequent default.

20. NOTICES. Any notice or other communication required or permitted hereunder shall be delivered in person or sent by United States certified mail, postage prepaid, to the party to whom directed addressed as follows:

TO LESSOR:

Chairman
Redevelopment Commission of Greenville
P.O. Box 7207
Greenville, NC 27835

TO LESSEE:

Executive Director
GO-Science
319 Cotanche Street
Greenville, NC 27858

21. LESSOR'S COVENANTS. Lessor covenants and agrees that it is seized and possessed of the demised premises, and has the right without limitation or claim by any third party to enter into this Lease Agreement or any extension thereof, and will defend and save Lessee harmless against the claims of all other persons in and to the demised premises save and except for deeds of trust and easements and restrictions of record.

22. BINDING EFFECT. This Lease Agreement shall be binding upon and inure to the benefits of all parties, their legal representatives, successors and assigns.

23. CHOICE OF LAW. This Lease Agreement shall be construed in accordance with the laws of the State of North Carolina. The parties further designate the Superior Court of Pitt County, North Carolina, as the forum for the resolution of any dispute arising under the terms of this Lease or otherwise between the parties hereto.

24. AMENDMENT. This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the Lessor and Lessee.

25. 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 thereof.

IN WITNESS WHEREOF, the parties hereto have executed identical originals of this instrument, each party retaining one thereof, the day and year first above written.



REDEVELOPMENT COMMISSION
OF GREENVILLE

 (SEAL)
Mark Woodson, Vice-Chairman

EASTERN NORTH CAROLINA REGIONAL
SCIENCE CENTER, INC.

BY:  (SEAL)
Richard Eakin, Chairman

NORTH CAROLINA
PITT COUNTY

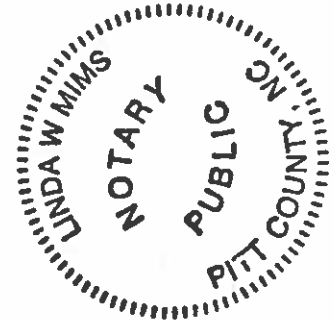
I, Linda W. Mims, a Notary Public in and for the aforesaid County and State, do hereby certify that Mark Woodson, Vice-Chairman for the Redevelopment Commission of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the 20th day of November, 2013.

Linda W. Mims
Notary Public

My Commission expires: 9-9-2014.

NORTH CAROLINA
PITT COUNTY

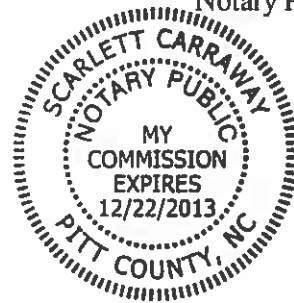


I, Scarlett Carraway, a Notary Public in and for the aforesaid County and State, do hereby certify that Richard Eakin, Chairman of Eastern North Carolina Regional Science Center, Inc., personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

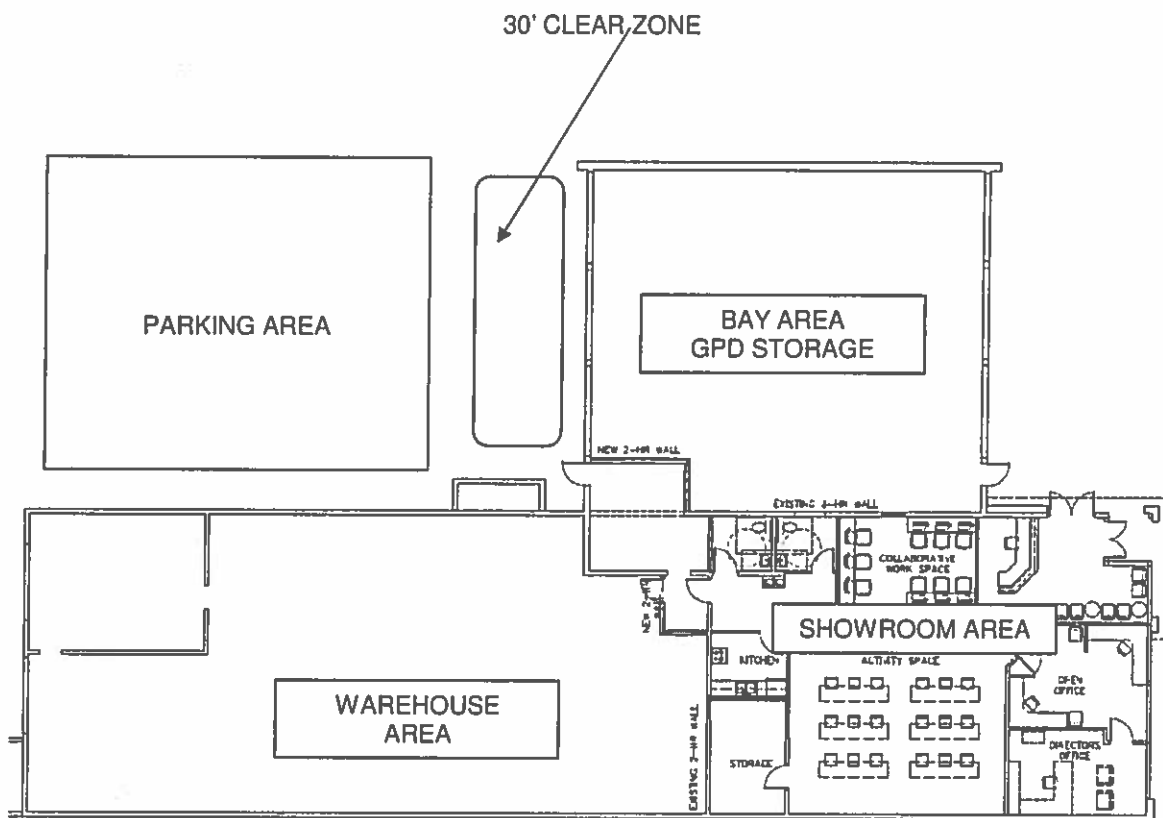
Witness my hand and Notarial Seal, this the 15 day of November, 2013.

Scarlett Carraway
Notary Public

My Commission expires: 12/22/2013.



Attachment "A"



PHASE I PROPOSED FLOOR PLAN

SCALE: 3/32" = 1'-0"

Attachment "B"

- Demolish existing walls, counters, shelving, and ceiling in former sales area.
- Construct a fire rated emergency exit in the southwest, including upgrades to the existing wall to obtain the required fire rating. The existing concrete block walls at the perimeter of the space will be painted. Construct new walls of light gage metal framing with painted 5/8" drywall.
- Repair the roof leak in the warehouse area.
- Install a new 2x2 lay-in acoustical ceiling throughout showroom area.
- Install new flooring in showroom area.
- Install two fire extinguishers in wall cabinets in showroom area.
- Construct a new facade of pre-finished fiber cement panels to cover the stucco and metal panels on the north (Dickinson) side. These panels will extend up above the existing roofline to create a tower at the main entry.
- Paint the existing garage doors and frames on the Dickinson side of the building.
- Complete plumbing improvements to include two new ADA restrooms, a sink, a water cooler, and a water heater.
- Complete heating and air conditioning work to include reworking the existing ductwork and providing new supply registers and return grilles in the ceiling of the showroom area.
- Complete electrical work in showroom area to include dimmable LED recessed can lights in the offices, reception, computer, and classroom areas; florescent lights in the storage, kitchen, toilet, and exit hallway; general use 110 volt power receptacles throughout; and conduits.
- Install fire alarm system with remote enunciator panel by the front door (Dickinson), one smoke detector in HVAC duct, 3 pull stations, 7 horn/strobe devices, one smoke detector by electrical panels, and battery back up.
- Complete aesthetic and other exterior site improvements.

Proposed Budget

Design & Engineering	\$ 9,500
Project Supervision	6,550
Clean-up and debris removal	2,000
Travel & equipment rental	1,500
Permits	400
Porta Potty	170
Demolition	1,515
Exterior cleanup and repairs	1,000
Sealcoat & re-stripe parking lot (southern portion of property)	2,500
Streetscape improvements to building	9,913
Concrete removal and repairs	3,200
Masonry - infill openings	1,500
Steel framework at new entry	6,860
Miscellaneous wood blocking	600
Prefinished metal trim and flashings	7,000
Roof repair	2,500
Cement fiber façade panel system	43,000
Interior frames, components, and hardware	9,267
Interior wall repairs & drywall	23,600
Acoustical ceilings	4,400
Flooring	7,500
Painting	6,500
Fire extinguishers	300
Toilet accessories	650
Plumbing	8,400
Heat & Air Conditioning	6,000
Electrical	12,800
Fire Alarm system	5,875
Contractor's Overhead & Fee	<u>15,000</u>
Total Budget	<u>\$ 200,000</u>