

Agreement

This Agreement (the "Agreement") is made and entered into this ___ day of June, 2018, (the "Effective Date") by and between Savona II, LLC, a North Carolina limited liability company, ("Savona") and Charlotte Mecklenburg Historic Landmarks Commission, a North Carolina Commission organized pursuant to N.C. G.S. 160A-400.7 under the laws of the State of North Carolina (hereinafter referred to as the "HLC").

Whereas, HLC has leased, (the "Lease"), to Lakewood Trolley, Inc., a non-profit, North Carolina corporation (hereafter referred to as "LTI"), certain property known as Streetcar #85, a cart and a generator, all more specifically described in the Lease, (the "Leased Property"); and,

Whereas, LTI has stated that it will store the Leased Property for an undetermined period of time until LTI has constructed a storage barn on its own property where the Leased Property will be housed; and,

Whereas, HLC wishes to insure there will be no difficulties or issues in the event the HLC needs to recover the Leased Property while it is stored with Savona.

Now, therefore in consideration of Ten Dollars, (\$10.00), and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Should Savona be notified by HLC, in writing or by email, that there has been a default in the lease between LTI and HLC, Savona shall allow, during normal business hours, seven days a week, HLC unfettered access to the Leased Property and shall further allow HLC to remove the Lease Property from Savona's property.
2. HLC shall use reasonable care to protect and prevent damage to the Savona property.
3. HLC shall be responsible for all charges related to the removal of the Leased Property from Savona's property.
4. The rights and obligations of the parties under this Agreement shall be governed in all respects by the laws of the State of North Carolina exclusively, as such laws apply to contracts.

This the day and date first above written.

Savona II, LLC

Charlotte Mecklenburg Historic Landmarks Commission

By: _____
Greg Pappanastos - Manager

By: _____

Consented To;

Lakewood Trolley, Inc.

By: _____
Lucas Ross – Vice Chairman