

## **REQUEST FOR BOARD ACTION**

**MEETING DATE:** Wednesday, January 19, 2005

**SUBJECT:** UPWARD ROAD EMS SATELLITE STATION

**ATTACHMENTS:**

1. Letter from Park Ridge Hospital
2. Change Order Dunlap Construction
3. Invoice Carolina Specialties Construction, Inc.
4. Letter from Stuart Stepp, Architect
5. Deed to property
6. Map of property within Appleland Business Park
7. Mills River lease
8. Proposed Upward Rd. Lease

### **SUMMARY OF REQUEST:**

At the Board's October 7, 2002 meeting, the Board authorized staff to proceed to accept the offer from Park Ridge Hospital to assist Henderson County with the construction of an EMS substation within Appleland Business Park with Park Ridge contributing \$130,000 towards the building cost. At the April 7, 2003 BOC meeting, the Board approved \$50,000 as the lump sum payment toward a 10-year lease for the facility and the negotiation of a lease. An additional \$25,000 has been included in the FY 02/03 and FY 03/04 budget for this project which brings the total contribution from Henderson County to \$75,000, which is the amount referred to in the proposed lease agreement.

The architect's final estimate on the total cost of the substation at that time of the April 7, 2003 Board meeting was \$180,000. Since then the cost has increased as illustrated in the attached letter of January 5, 2005 from Kelly J. Pettijohn, Chief Financial Officer at Park Ridge Hospital. [Note: in addition to the \$130,000 contribution, Park Ridge is also paying for all of the site preparation work, and water and sewer installation for the facility as well.]

The facility is complete and ready to receive its certificate of occupancy. The draft lease agreement for your consideration has been modeled after the current lease for the Mills River substation and a copy of that lease is included in the Board's agenda packet. This procedure is consistent with that followed for the Mills River substation.

### **COUNTY MANAGER'S RECOMMENDATION:**

I recommend that the Board give final approval to the proposed lease agreement that has been approved by Park Ridge and by EMS.





January 5, 2005

Terry Layne  
Henderson County EMS  
820 N. Justice St.  
Hendersonville, NC 28791

Dear Terry:

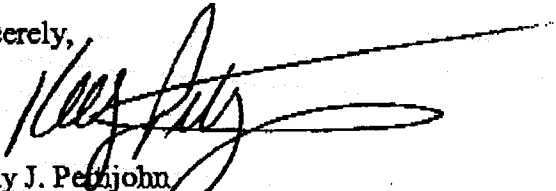
Following this letter you will find a series of documents illustrating the cost of the Upward Road EMS building. I will summarize below:

Building (Dunlap construction)	\$203,663
50% of Site work (Carolina Specialties)	46,303
Architect (Stuart Stepp)	<u>5,000</u>
Total cost	\$254,966
Less: Park Ridge Contribution	<u>(\$130,000)</u>
County portion	\$124,966

The total site work cost was \$92,606 and done not only for the EMS building, but also for future development. As such, not all of the site work would be allocable to the building. However, we believe that at least 50% of the cost would be spent if such work would have been limited to the building.

We understand that the County has a budget limitation of \$75,000 and therefore may not be able to fund the above amount. If that is the case, then we will accept the lower amount. If you have any questions, please contact me.

Sincerely,



Kelly J. Penjohn  
Chief Financial Officer

kp:pl





# Contract Administration

## G701 Change Order

(Instructions on the reverse side)

## Distribution List:

 Owner ☒  
 Architect ☒  
 Contractor ☒  
 Field \_\_\_\_\_  
 Other \_\_\_\_\_

## PROJECT (Name and address):

 Satellite Substation for Hendreson County EMS  
 Appleland Business Park-for Park Ridge Hosp.  
 Henderson County, NC

CHANGE ORDER NUMBER: G-1

DATE: 9-7-04

## TO CONTRACTOR (Name and address):

 Dunlap Construction  
 147 1st Ave East  
 Hendersonville, NC 28792

ARCHITECT'S PROJECT NUMBER: 0180

CONTRACT DATE: 7-6-04

CONTRACT FOR: General

## THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- 1) Add fill to grade ..... + \$2,700
- 2) Change both showers from original showers  
specified (non-handicapped) to handi-  
capped (ADA compliant) ..... + \$2,400

Total Add = + \$5,100

The original (Contract Sum) (~~505,563.00~~) was

The net change by previously authorized Change Orders

The (Contract Sum) (~~505,563.00~~) prior to this Change Order wasThe (Contract Sum) (~~505,563.00~~) will be (increased) (~~decreased~~) by this Change Order in the amount ofThe new (Contract Sum) (~~505,563.00~~) including this Change Order will beThe Contract Time will be (increased) (~~decreased~~) (unchanged) by \_\_\_\_\_ ( ) days.The date of Substantial Completion as of the date of this Change Order therefore is same as contract

\$ 198,563

\$ -0-

\$ 198,563

\$ 5,100

\$ 203,663

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

STUART STEPP, AIA

ARCHITECT (Firm name)  
PO Box 86ADDRESS  
Flat Rock, NC 28731

BY (Signature)

(Typed name)

DATE

DUNLAP CONSTRUCTION

CONTRACTOR (Firm name)  
147 1st Ave EADDRESS  
Hendersonville, NC 28792

BY (Signature)

(Typed name)

DATE

PARK RIDGE HOSPITAL

OWNER (Firm name)  
PO Box 1569ADDRESS  
Fletcher, NC 28732

BY (Signature)

(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

AIA Document G701 Change Order © 2001 The American Institute of Architects • Washington, DC • www.aia.org • WARNING: Reproduction, unlicensed photocopying or substantial quotation of the material herein without written permission of the AIA violates the copyright laws of the United States and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org)



**CAROLINA  
SPECIALTIES**  
Construction, Inc  
P.O. Box 825 • Hendersonville, NC 28793

Phone: (828) 697-7184

Fax: (828) 697-6863

Fletcher Hospital, Inc.  
d/b/a Park Ridge Hospital  
P.O. Box 1569  
Fletcher, NC 28732

RE: Appleland EMS

Invoice #: 98719

Job #: 831-04


Date: December 21, 2004

Original Contract Amount	\$	91,868.00
Approved Change Orders to Date	\$	738.28
Revised Contract Amount	\$	92,606.28
Total Work Completed to Date	\$	92,606.28
Total Materials Stored on Site	\$	
Less Previous Payments	\$	65,439.00
Total Due This Invoice	\$	27,167.28

Site work

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Kevin Lunsford  
Project Manager

Approved: LESS Direct work, SEEDING  
G. Thomas Jones III PROJECT ENG.  
G.T. 12/23/04

An Equal Opportunity Employer

Pre-Engineered Metal Buildings • Conventional Buildings and Structures • Office Framing and Renovations • Commercial / Industrial • Water and Sewer Lines





STUART STEPP, AIA, ARCHITECT

26 December 2002

Mr. Ken Cobb  
Park Ridge Hospital

Re: EMS Substation - Appleland Business Park

Dear Ken,

For us to have bid package on above referenced project and working for you and not the County (we would be a couple of % higher if working for County), looks like we're going to be in 4% range.

For approximate \$125,000 building say \$5,000.

Let me know if this looks ok or not.

Sincerely,

*Stuart Stepp*  
Stuart Stepp, Architect

SS/fm



31085 P 756

Filed and recorded in the Register of Deeds Office for  
Henderson County, N.C. this 2 day of Jan, 2002  
at 12:15 o'clock P. M. in Book 1085 at page 756

\$288.00 PAID 1-2-02  
Henderson Co., N.C. Register of Deeds

Excise Tax \$288.00

*Debra W. Males*  
Register of Deeds  
By *Dris H. Sutton Deputy*

Recording Time, Book and Page

Tax Lot No. \_\_\_\_\_ Parcel Identifier No. \_\_\_\_\_  
Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_

Mail after recording to Peter F. Best, Attorney

*PO Box 1530  
Asheville, NC 28802*

This instrument was prepared by Peter F. Best, Attorney

Brief description for the Index

## NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 2nd day of January, 2002, by and between

GRANTOR

GRANTEE

MASTON INVESTMENTS & DEVELOPMENT, INC.,  
a South Carolina corporation

FLETCHER HOSPITAL, INCORPORATED,  
d/b/a PARK RIDGE HOSPITAL

Naples Road  
Fletcher, NC 28732

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of \_\_\_\_\_ Township,

Henderson County, North Carolina and more particularly described as follows:

Being all that certain tract or parcel of land shown  
and described on the attached Exhibit "A", incorporated  
herein by reference.



The property hereinabove described was acquired by Grantor by instrument recorded in \_\_\_\_\_

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions and rights-of-way of record



If the Grantor is a corporation, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

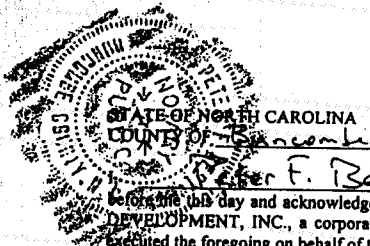
MASTON INVESTMENTS & DEVELOPMENT, INC.  
(Corporate Name)

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

ATTEST:  
\_\_\_\_\_  
Secretary (Corporate Seal)

USE BLACK INK ONLY

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)



Peter F. Best, certify that M.A. Stone personally came before me this day and acknowledged that he is President of MASTON INVESTMENTS & DEVELOPMENT, INC., a corporation, and that he, as President being authorized to do so, executed the foregoing on behalf of the corporation.  
Witness my hand and official seal, this the 2 day of January, 2002.

My Commission Expires:  
8/20/2005

Pete Best  
Notary Public

The foregoing Certificate(s) of Peter F. Best, Notary Public

I am certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Book 10, Page 10  
REGISTER OF DEEDS FOR Henderson COUNTY  
By Book 10, Page 10  
Deputy/Assistant - Register of Deeds



01085 P758

EXHIBIT "A"

LYING IN BLUE RIDGE TOWNSHIP OF HENDERSON COUNTY, NC

Being all of TRACT 5D-R as shown on a plat of a Recombination of Tracts 5-A, 5-B, and 5-D of Appleland Business Park, which said plat is recorded in the Office of the Register of Deeds for Henderson County in Plat Slide 3990, reference to which is made for a more particular description of said Lot.

Being a portion of that property described in a deed recorded in the Office of the Register of Deeds for Henderson County in Deed Book 989, at Page 180.

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000

1000



PLAT NORTH (SLICE 3875)

PLATE REF:  
D.B. 989, PG. 180

SLIDE 3875

GEORGE GOSNELL,  
D.B. 693 P.G. 9

JOHN KUYKENDALL  
D.B. 415 P.G. 83

AUTHUR HOOTS  
D.B. 447 PG. 35

ROBERT HOOTS  
D.B. 993 PG. 429

HEATHER KING  
D.B. 447 PPG. 32

LOCATION MAP

MARGARET MCKIBBIN  
D.B. 945 PG. 277

COMMERCIAL BOULEVARD  
60' R/W, ASPHALT  
PUBLIC

PAUL RHODES JR.  
D.B. 911 PG. 228

C & S PROPERTIES  
D.B. 1074, PG. 033

IRACI 5-5  
SLIDE 3875

0.724 AC.

TRACT 5A-R  
TOTAL AREA  
1.995 AC.  
INCLUDING SIGN EASEMENT

101AL AREA  
1.394 AC.

## NOTES

- ① BUILDING SETBACK FOR ANDERSON COUNTY IS 20 FEET.  
FRONT = 75 FEET & ROAD  
SIDE & REAR = 15
- ② ZONING: R-15
- ③ UTILITY EASEMENT:  
20' FROM PROPERTY LINE
- ④ THIS PARCEL LIES WITHIN 1/2 MILE OF LAND IN A FLOODING PRESERVATION DISTRICT
- ⑤ EROSION CONTROL MEASURES SHALL BE ON A PER LOT BASIS PROVIDED BY MUNICIPAL ORDINANCE
- ⑥ THIS PARCEL IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP
- ⑦ THE PARCEL IS NOT LOCATED IN A DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NUMBER 01015 0005 B  
DATE: JANUARY 1, 1993

TAX MAP #S: 938A-03-20-238  
938A-03-20-300  
938A-03-20-437

40 0 40 80 120  
GRAPHIC SCALE: 1"=40'



STATE OF NORTH CAROLINA  
HENDERSON COUNTY  
BLUE RIDGE TOWNSHIP

RECOMBINATION OF  
TRACTS 5A, 5B, & 5D  
APPELAND BUSINESS PARK

DAVID C. HENLEY & ASSOCIATES  
LAND SURVEYORS  
P.O. BOX 552319  
NORFOLK, VA 23505-2319  
(800) 693-2677

SURVEY DOG  
DRAWN KAC  
SCALE = 1" = 40'  
DATE: 11/02/01  
DWG NO: H-40583



Henderson County Finance Director

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HENDERSON

THIS LEASE AGREEMENT made and entered into this the 3<sup>rd</sup> day of June, 1999, by and between FLETCHER HOSPITAL, INCORPORATED d/b/a PARK RIDGE HOSPITAL (hereinafter referred to as "LANDLORD") and HENDERSON COUNTY, a North Carolina body politic and corporate (hereinafter referred to as "TENANT");

WITNESSETH:

WHEREAS, LANDLORD is the owner of a tract or parcel of land, and improvements thereon, located in Henderson County, North Carolina, and LANDLORD has agreed to Lease to TENANT and TENANT has agreed to Lease from LANDLORD said property as more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (all of the property described herein to be leased by Tenant hereinafter collectively referred to as the "Demised Premises"); and

WHEREAS, LANDLORD has agreed to lease to TENANT and TENANT has agreed to lease from LANDLORD the Demised Premises on the terms and conditions hereinafter described.

NOW, THEREFORE, in consideration of a one-time payment by TENANT to LANDLORD of Fifty Thousand Dollars (\$50,000.00), said amount to be paid upon execution of this Agreement, and in further consideration of the payment of One Dollar (\$1.00) per year and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1) Demise of Premises and Use. LANDLORD leases to TENANT and TENANT hereby leases from LANDLORD the Demised Premises. TENANT shall use the Demised Premises for an Emergency Medical Service substation and such related services as the COUNTY may deem fit and proper. TENANT shall not use or permit to be used the Demised Premises for any purpose other than as specified herein nor use or permit to be used the Demised Premises for any unlawful, disreputable or immoral purpose, or in any way that will injure the reputation of the business conducted in the Demised Premises.

2) Commencement and Term. The term of this Lease Agreement is for ten (10) years, commencing on June 1, 1999 and expiring on May 31, 2009. Thereafter, the Lease shall automatically renew for successive one (1) year terms until such time as one party gives the other party six (6) months advance written notice of termination. The consideration for the one (1) year extensions shall be One Dollar (\$1.00) per year and the mutual covenants and conditions contained herein.



3) Memorandum of Lease. The parties covenant and agree that this Lease shall not be recorded; provided, however, that upon the request of either LANDLORD or TENANT, a Memorandum of Lease prepared by LANDLORD describing the property herein demised, giving the term of this Lease and the names and addresses of LANDLORD and TENANT and referring to this Lease (but containing no other terms or provisions hereof except as may be permitted or required by LANDLORD) shall be properly executed, acknowledged and delivered by both parties.

4) Condition of Premises. TENANT acknowledges that it has had full opportunity to inspect Demised Premises and, therefore, TENANT accepts the Demised Premises "AS IS" and in its current condition. TENANT shall keep and maintain the Demised Premises in a good state of repair and condition, reasonable wear and tear excepted. TENANT shall conduct all grounds keeping, including maintenance of the grass and other vegetation on the Demised Premises.

5) Utilities. During the term of this Lease, or any extension thereof, TENANT shall pay for the electricity, heat, ventilating, air conditioning, janitor services, if any, garbage disposal and any and all other utilities or services required by it in the use of the Demised Premises. TENANT agrees immediately to cause any accounts with any public utilities furnishing services to the Demised Premises to be put in the name of TENANT and TENANT shall thereafter save and hold harmless the LANDLORD from any and all liability with respect thereto. LANDLORD shall not be liable to TENANT for any damage done or occasioned by or from the electrical system, or for damage occasioned by water, snow, or ice, in, upon or about the Demised Premises. TENANT shall not place or permit the accumulation of rubbish, trash, garbage and other refuse in and around the Demised Premises, and, upon TENANT's failure to remove same after demand from LANDLORD, LANDLORD shall have the right to remove the same in which event the cost thereof shall be paid by TENANT. TENANT's repeated violations of the provisions of this covenant shall constitute a breach of this Lease entitling LANDLORD to terminate this Lease.

6) Repairs. TENANT shall promptly make all necessary repairs, if any, caused by accident or damage or any other reason, except any repair(s) necessitated by the intentional acts or omissions of LANDLORD.

7) Alterations or Improvements by TENANT. Any and all alterations and improvements made to the Demised Premises by TENANT shall be made in accordance with applicable laws and building codes and in a good and workmanlike manner. TENANT shall fully and completely indemnify the LANDLORD against any mechanic's liens, labor and materialman's liens, or claims in connection with the making of such alterations and/or improvements.

8) Insurance. TENANT shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect, a policy or policies of comprehensive public liability insurance issued by Sedgewick of the Carolinas, Inc., insuring against loss, damage or liability for injury to or death of persons and loss or damage to property occurring due to the negligent acts or omissions of the TENANT, upon or about the Demised Premises.



TENANT shall keep in full force and effect Workers' Compensation or other similar insurance to the extent required by law.

LANDLORD shall, at all times during the term hereof, or any extension thereof, at its sole cost and expense, procure and maintain in full force and effect, a policy or policies of premises liability insurance and casualty insurance insuring the Demised Premises. If anything done, permitted to be done or suffered by TENANT to be kept in, upon or about the Demised Premises shall cause the premium or rate on fire or any other insurance on the Demised Premises to be increased beyond the minimum from time to time applicable to the Demised Premises, TENANT will pay the amount of any such increase promptly upon LANDLORD'S demand.

9) Damage or Destruction. If at any time after the execution of this Lease the Demised Premises, or any portion thereof, shall be damaged or destroyed by any casualty not covered by insurance maintained by TENANT or LANDLORD, TENANT may elect to repair or rebuild the Demised Premises, or elect not to repair or rebuild the Demised Premises, or elect to terminate this Lease upon giving written notice to LANDLORD within ninety (90) days after the date of such damage or destruction.

10) Certain Adjacent Businesses. If LANDLORD locates any business adjacent to the Demised Premises which utilizes radiation or any radioactive substances in its normal operations, then the Demised Premises will, if necessary, be modified at the LANDLORD'S sole expense in order to protect the TENANT from any injury or illness that might arise from the operation of such business. Such business, its facility and operation, shall comply in every respect with all applicable federal, state, and local laws, rules, regulations or policies. LANDLORD agrees to indemnify TENANT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with any claim, action, or damage occurring in or about or arising out of such business. In addition, LANDLORD shall remain liable for any injury or illness which occurs as a result of its failure to make any necessary modifications to the Demised Premises to protect TENANT from the dangers associated with radiation and radioactive substances.

11) Indemnification. To the extent permitted by law, TENANT will indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about or arising out of the Demised Premises occasioned wholly or in part by any act or omission of TENANT, its agents, subtenants, licensees, concessionaires, contractors, or employees.

To the extent permitted by law, LANDLORD will indemnify TENANT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with any claim, action, or damage occurring in or about or arising out of the Demised Premises, or LANDLORD'S ownership thereof, occasioned wholly or in part by any act or omission of LANDLORD, its agents, subtenants, licensees, concessionaires, contractors, or employees.



12) Compliance with Law. TENANT shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state and federal statute or local ordinance or regulation applicable to TENANT and its use of the Demised Premises and save LANDLORD harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. LANDLORD shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state and federal statute or local ordinance or regulation applicable to LANDLORD and its ownership and lease of the Demised Premises and save TENANT harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. If any applicable government agency law, rule, regulation or policy is found to be violated by any term of this Agreement, the Agreement will be modified, upon the mutual consent of the parties, so as to bring it into compliance. If the parties cannot agree as to such modification, the Agreement may be terminated immediately upon notice of either party.

13) Liens. TENANT shall do all things necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to TENANT, or anyone holding the Demised Premises or any part thereof, through or under TENANT. If any such lien shall at any time be filed against TENANT'S interest in the Demised Premises, TENANT shall either cause the same to be discharged of record within twenty (20) days after the date of filing of the same, or, if TENANT, in TENANT'S discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against TENANT'S interest in the Demised Premises during the pendency of such contest. If TENANT shall fail to discharge such lien within such period or fail to furnish such security then, in addition to any other right or remedy of LANDLORD resulting from TENANT's default, LANDLORD may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of LANDLORD to subject LANDLORD'S estate to liability under any mechanics' or other lien law.

14) Covenant of Quiet Enjoyment. LANDLORD covenants that TENANT, subject to all of the terms and covenants of this Lease, shall quietly have and enjoy the Demised Premises during the term of the Lease, and any extension thereto, without hindrance or molestation by any person claiming by or through LANDLORD. TENANT, its successors, and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire Demised Premises during the term of this Lease, and any extension thereto. At the time of the execution of this Lease, LANDLORD covenants that it is in legal possession of the Demised Premises and is not in default of any obligations secured by the Demised Premises, has full right to lease the same for the term aforesaid, and will put TENANT in actual possession of the Demised Premises hereinbefore provided. LANDLORD shall not interfere with TENANT's right to exclusively possess and use the Demised Premises.

15) Right to Enter Demised Premises. At all times reasonable, LANDLORD, by itself or its duly authorized agents and representatives, has the right to enter and go upon the



Demised Premises for the purpose of inspecting the Demised Premises or any portion thereof and for the purpose of making necessary repairs to the Demised Premises and performing any work therein or thereon which LANDLORD may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority.

16) Assignment. TENANT agrees not to sell, assign, mortgage, pledge, hypothecate or encumber this Lease in whole or in part, the whole or any part of the Demised Premises without first obtaining the written consent of the LANDLORD. The consent by LANDLORD to any one such assignment, mortgage, pledge, hypothecation, or encumbrance shall not be deemed to be a consent to any further assignment, mortgage, pledge, hypothecation or encumbrance.

17) Eminent Domain. If the whole of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, the term of this Lease shall terminate effective on the date physical possession is taken by the condemning authority. If more than twenty-five percent (25%) of the gross leasable area of the Demised Premises, but less than the whole thereof, is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty-five percent (25%) of the gross leasable area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or if neither party shall elect to terminate as provided hereinabove, then in either such event, this Lease shall not be terminated. Any election to terminate this Lease by either party following condemnation shall be evidenced only by written notice of termination delivered to the other party within thirty (30) days after receipt of notice of the impending condemnation, which termination shall become effective on the date on which physical possession is taken by the condemning authority. If this Lease is not terminated following the partial condemnation, TENANT shall make all necessary repairs or alterations to make the Demised Premises an architectural whole. All compensation awarded for any taking, whether for the whole or in part, of the Demised Premises shall belong to LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns all of its interest in any such award to LANDLORD.

18) Default of TENANT. If TENANT shall default in the performance of any term, condition or covenant contained in this Lease and TENANT does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof; or if TENANT shall vacate or abandon the Demised Premises, then in such event LANDLORD shall have the right to immediately terminate and cancel this Lease and take possession pursuant to legal proceedings. In the event of any termination of this Lease by LANDLORD for TENANT'S breach of this Lease Agreement, LANDLORD may recover from TENANT damages incurred by reason of such breach, including the cost and expense of recovering the Demised Premises.



19) **Default of LANDLORD.** If LANDLORD shall default in the performance of any term, condition or covenant contained in this Lease and LANDLORD does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof, then in such event TENANT shall have the right to immediately terminate and cancel this Lease. LANDLORD shall be liable for any and all damages incurred by TENANT as a result of LANDLORD's breach of the Lease Agreement.

20) **Notices.** Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been duly given or served when sent in writing by registered or certified mail, postage prepaid, or by overnight express by any major carrier (i.e. Federal Express, Airborne, Purolator, etc.) to the respective addresses hereinafter set forth:

TO LANDLORD: FLETCHER HOSPITAL, INCORPORATED  
d/b/a PARK RIDGE HOSPITAL  
Post Office Box 1569  
Fletcher, NC 28732  
ATTN: Mike Gentry

TO TENANT: HENDERSON COUNTY  
100 North King Street  
Hendersonville, NC 28792  
ATTN: David E. Nicholson

Such addresses may be changed from time to time by either party by serving notice as above provided.

21) **Covenants Run with the Land.** LANDLORD and TENANT agree that all covenants and obligations hereunder shall run with the land and shall be binding on the original parties hereto and on LANDLORD's successors and assigns, and TENANT's successors and assigns.

22) **Waiver.** Failure or delay on the part of LANDLORD or TENANT to exercise a right or power hereunder shall not operate as a waiver thereof.

23) **Entire Agreement and Modification.** This Lease Agreement and any Exhibits attached hereto contain the entire agreement between LANDLORD and TENANT with respect to the leasing of the Demised Premises. Execution of this Lease Agreement shall constitute a revocation of any other lease agreements executed by and between the parties pertaining to the Demised Premises. Any modification of the provisions hereof shall not be effective unless the same is in writing and signed by LANDLORD and TENANT.



IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first above written.

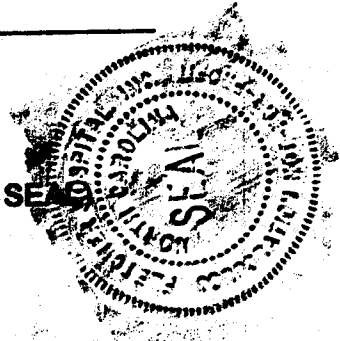
**LANDLORD:**  
FLETCHER HOSPITAL, INCORPORATED  
d/b/a PARK RIDGE HOSPITAL

BY: Michael Gentry  
Michael Gentry, President

ATTEST.

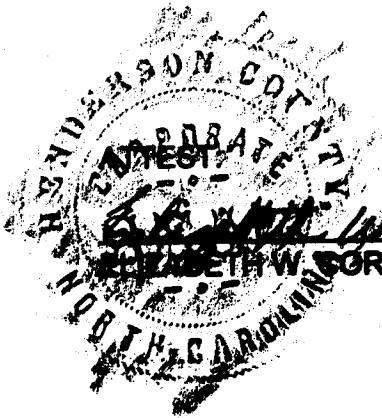
Dan Enderson  
Dan Enderson, Secretary

(CORPORATE SEAL)



**TENANT:**  
HENDERSON COUNTY BOARD OF COMMISSIONERS

BY: Grady Hawkins  
GRADY HAWKINS, Chairman



Elizabeth W. Gorn  
ELIZABETH W. GORN, Clerk to the Board

(OFFICIAL SEAL)



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Marcia J. Allen, Notary Public for said State and County certify that Dan Enderson came before me this day and acknowledged that he is the Secretary of Fletcher Hospital, Incorporated, d/b/a Park Ridge Hospital, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President/Vice President, sealed with its corporate seal, and attested by himself as its Secretary.

THIS the 1<sup>st</sup> day of June, 1999.

Marcia J. Allen  
Notary Public

My Commission Expires: 05/17/04

[NOTARIAL SEAL]



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, Margaret Street, Notary Public for said State and County certify that Elizabeth W. Corn came before me this day and acknowledged that she is the Clerk to the Henderson County Board of Commissioners and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by herself as the Clerk to the Board.

THIS the 3<sup>rd</sup> day of June, 1999.

Margaret Street  
Notary Public

My Commission Expires: Sept. 17, 2002

[NOTARIAL SEAL]





## **EXHIBIT A**

**BEING all of that property consisting of a 1,320 square foot 2-stall garage and 1,096 square foot 2-bedroom living area within the building located on 2.69 acres, more or less, as shown and described at Plat Slide 2158, Henderson County Registry, reference to which is hereby made for a more complete and accurate description;**

**TOGETHER WITH a non-exclusive easement over and across said property for the purposes of ingress, egress and regress and such space on said property as is reasonably necessary for parking purposes.**



STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HENDERSON

**DRAFT**

**THIS LEASE AGREEMENT** made and entered into this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between FLETCHER HOSPITAL, INCORPORATED d/b/a PARK RIDGE HOSPITAL (hereinafter referred to as "LANDLORD") and HENDERSON COUNTY, a North Carolina body politic and corporate (hereinafter referred to as "TENANT");

**WITNESSETH:**

**WHEREAS**, LANDLORD is the owner of a tract or parcel of land, and improvements thereon, located in Henderson County, North Carolina, and LANDLORD has agreed to Lease to TENANT and TENANT has agreed to Lease from LANDLORD said property as more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (all of the property described herein to be leased by Tenant hereinafter collectively referred to as the "Demised Premises"); and

**WHEREAS**, LANDLORD has agreed to lease to TENANT and TENANT has agreed to lease from LANDLORD the Demised Premises on the terms and conditions hereinafter described.

**NOW, THEREFORE**, in consideration of a one-time payment by TENANT to LANDLORD of Seventy Five Thousand Dollars (\$75,000.00), said amount to be paid upon execution of this Agreement, and in further consideration of the payment of One Dollar (\$1.00) per year and the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, LANDLORD and TENANT agree as follows:

1) Demise of Premises and Use. LANDLORD leases to TENANT and TENANT hereby leases from LANDLORD the Demised Premises. TENANT shall use the Demised Premises for an Emergency Medical Service substation and such related services as the COUNTY may deem fit and proper. TENANT shall not use or permit to be used the Demised Premises for any purpose other than as specified herein nor use or permit to be used the Demised Premises for any unlawful, disreputable or immoral purpose, or in any way that will injure the reputation of the business conducted in the Demised Premises.

2) Commencement and Term. The term of this Lease Agreement is for ten (10) years, commencing on February 1, 2005 and expiring on January 31, 2015. Thereafter, the Lease shall automatically renew for successive one (1) year terms until such time as one party gives the other party six (6) months advance written notice of termination. The consideration for the one (1) year extensions shall be One Dollar (\$1.00) per year and the mutual covenants and conditions contained herein.



# DRAFT

3) Memorandum of Lease. The parties covenant and agree that this Lease shall not be recorded; provided, however, that upon the request of either LANDLORD or TENANT, a Memorandum of Lease prepared by LANDLORD describing the property herein demised, giving the term of this Lease and the names and addresses of LANDLORD and TENANT and referring to this Lease (but containing no other terms or provisions hereof except as may be permitted or required by LANDLORD) shall be properly executed, acknowledged and delivered by both parties.

4) Condition of Premises. TENANT acknowledges that it has had full opportunity to inspect Demised Premises and, therefore, TENANT accepts the Demised Premises "AS IS" and in its current condition. TENANT shall keep and maintain the Demised Premised in a good state of repair and condition, reasonable wear and tear excepted. TENANT shall conduct all grounds keeping, including maintenance of the grass and other vegetation on the Demised Premises.

5) Utilities. During the term of this Lease, or any extension thereof, TENANT shall pay for the electricity, heat, ventilating, air conditioning, janitor services, if any, garbage disposal and any and all other utilities or services required by it in the use of the Demised Premises. TENANT agrees immediately to cause any accounts with any public utilities furnishing services to the Demised Premises to be put in the name of TENANT and TENANT shall thereafter save and hold harmless the LANDLORD from any and all liability with respect thereto. LANDLORD shall not be liable to TENANT for any damage done or occasioned by or from the electrical system, or for damage occasioned by water, snow, or ice, in, upon or about the Demised Premises. TENANT shall not place or permit the accumulation of rubbish, trash, garbage and other refuse in and around the Demised Premises, and, upon TENANT's failure to remove same after demand from LANDLORD, LANDLORD shall have the right to remove the same in which event the cost thereof shall be paid by TENANT. TENANT's repeated violations of the provisions of this covenant shall constitute a breach of this Lease entitling LANDLORD to terminate this Lease.

6) Repairs. TENANT shall promptly make all necessary repairs, if any, caused by accident or damage or any other reason, except any repair(s) necessitated by the intentional acts or omissions of LANDLORD.

7) Alterations or Improvements by TENANT. Any and all alterations and improvements made to the Demised Premised by TENANT shall be made in accordance with applicable laws and building codes and in a good and workmanlike manner. TENANT shall fully and completely indemnify the LANDLORD against any mechanic's liens, labor and materialman's liens, or claims in connection with the making of such alterations and/or improvements.

8) Insurance. TENANT shall, at all times during the term hereof, at its sole cost and expense, procure and maintain in full force and effect, a policy or policies of comprehensive public liability insurance issued by Sedgewick of the Carolinas, Inc., insuring against loss, damage or liability for injury to or death of persons and loss or damage to property occurring due to the negligent acts or omissions of the TENANT, upon or about the Demised Premises.



# DRAFT

TENANT shall keep in full force and effect Workers' Compensation or other similar insurance to the extent required by law.

LANDLORD shall, at all times during the term hereof, or any extension thereof, at its sole cost and expense, procure and maintain in full force and effect, a policy or policies of premises liability insurance and casualty insurance insuring the Demised Premises. If anything done, permitted to be done or suffered by TENANT to be kept in, upon or about the Demised Premises shall cause the premium or rate on fire or any other insurance on the Demised Premises to be increased beyond the minimum from time to time applicable to the Demised Premises, TENANT will pay the amount of any such increase promptly upon LANDLORD'S demand.

9) Damage or Destruction. If at any time after the execution of this Lease the Demised Premises, or any portion thereof, shall be damaged or destroyed by any casualty not covered by insurance maintained by TENANT or LANDLORD, TENANT may elect to repair or rebuild the Demised Premises, or elect not to repair or rebuild the Demised Premises, or elect to terminate this Lease upon giving written notice to LANDLORD within ninety (90) days after the date of such damage or destruction.

10) Certain Adjacent Businesses. If LANDLORD locates any business adjacent to the Demises Premises which utilizes radiation or any radioactive substances in its normal operations, then the Demised Premises will, if necessary, be modified at the LANDLORD's sole expense in order to protect the TENANT from any injury or illness that might arise from the operation of such business. Such business, its facility and operation, shall comply in every respect with all applicable federal, state, and local laws, rules, regulations or policies. LANDLORD agrees to indemnify TENANT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with any claim, action, or damage occurring in or about or arising out of such business. In addition, LANDLORD shall remain liable for any injury or illness which occurs as a result of its failure to make any necessary modifications to the Demised Premises to protect TENANT from the dangers associated with radiation and radioactive substances.

11) Indemnification. To the extent permitted by law, TENANT will indemnify LANDLORD and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about or arising out of the Demised Premises occasioned wholly or in part by any act or omission of TENANT, its agents, subtenants, licensees, concessionaires, contractors, or employees.

To the extent permitted by law, LANDLORD will indemnify TENANT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with any claim, action, or damage occurring in or about or arising out of the Demised Premises, or LANDLORD's ownership thereof, occasioned wholly or in part by any act or omission of LANDLORD, its agents, subtenants, licensees, concessionaires, contractors, or employees.



12) Compliance with Law. TENANT shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state and federal statute or local ordinance or regulation applicable to TENANT and its use of the Demised Premises and save LANDLORD harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. LANDLORD shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state and federal statute or local ordinance or regulation applicable to LANDLORD and its ownership and lease of the Demised Premises and save TENANT harmless from penalties, fines, costs, expenses or damages resulting from failure to do so. If any applicable government agency law, rule, regulation or policy is found to be violated by any term of this Agreement, the Agreement will be modified, upon the mutual consent of the parties, so as to bring it into compliance. If the parties cannot agree as to such modification, the Agreement may be terminated immediately upon notice of either party.

13) Liens. TENANT shall do all things necessary to prevent the filing of any mechanics' or other liens against the Demised Premises or any part thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to TENANT, or anyone holding the Demised Premises or any part thereof, through or under TENANT. If any such lien shall at any time be filed against TENANT'S interest in the Demised Premises, TENANT shall either cause the same to be discharged of record within twenty (20) days after the date of filing of the same, or, if TENANT, in TENANT'S discretion and in good faith, determines that such lien should be contested, shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against TENANT'S interest in the Demised Premises during the pendency of such contest. If TENANT shall fail to discharge such lien within such period or fail to furnish such security then, in addition to any other right or remedy of LANDLORD resulting from TENANT's default, LANDLORD may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of LANDLORD to subject LANDLORD'S estate to liability under any mechanics' or other lien law.

14) Covenant of Quiet Enjoyment. LANDLORD covenants that TENANT, subject to all of the terms and covenants of this Lease, shall quietly have and enjoy the Demised Premises during the term of the Lease, and any extension thereto, without hindrance or molestation by any person claiming by or through LANDLORD. TENANT, its successors, and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire Demised Premises during the term of this Lease, and any extension thereto. At the time of the execution of this Lease, LANDLORD covenants that it is in legal possession of the Demised Premises and is not in default of any obligations secured by the Demised Premises, has full right to lease the same for the term aforesaid, and will put TENANT in actual possession of the Demised Premises hereinbefore provided. LANDLORD shall not interfere with TENANT's right to exclusively possess and use the Demised Premises.

15) Right to Enter Demised Premises. At all times reasonable, LANDLORD, by itself or its duly authorized agents and representatives, has the right to enter and go upon the



# DRAFT

Demised Premises for the purpose of inspecting the Demised Premises or any portion thereof and for the purpose of making necessary repairs to the Demised Premises and performing any work therein or thereon which LANDLORD may elect or be required to make hereunder, or which may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority.

16) Assignment. TENANT agrees not to sell, assign, mortgage, pledge, hypothecate or encumber this Lease in whole or in part, the whole or any part of the Demised Premises without first obtaining the written consent of the LANDLORD. The consent by LANDLORD to any one such assignment, mortgage, pledge, hypothecation, or encumbrance shall not be deemed to be a consent to any further assignment, mortgage, pledge, hypothecation or encumbrance.

17) Eminent Domain. If the whole of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, the term of this Lease shall terminate effective on the date physical possession is taken by the condemning authority. If more than twenty-five percent (25%) of the gross leasable area of the Demised Premises, but less than the whole thereof, is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, then either party hereto shall have the right to terminate this Lease effective on the date physical possession is taken by the condemning authority. If less than twenty-five percent (25%) of the gross leasable area of the Demised Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or if neither party shall elect to terminate as provided hereinabove, then in either such event, this Lease shall not be terminated. Any election to terminate this Lease by either party following condemnation shall be evidenced only by written notice of termination delivered to the other party within thirty (30) days after receipt of notice of the impending condemnation, which termination shall become effective on the date on which physical possession is taken by the condemning authority. If this Lease is not terminated following the partial condemnation, TENANT shall make all necessary repairs or alterations to make the Demised Premises an architectural whole. All compensation awarded for any taking, whether for the whole or in part, of the Demised Premises shall belong to LANDLORD without any deduction therefrom for any present or future estate of TENANT, and TENANT hereby assigns all of its interest in any such award to LANDLORD.

18) Default of TENANT. If TENANT shall default in the performance of any term, condition or covenant contained in this Lease and TENANT does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof; or if TENANT shall vacate or abandon the Demised Premises, then in such event LANDLORD shall have the right to immediately terminate and cancel this Lease and take possession pursuant to legal proceedings. In the event of any termination of this Lease by LANDLORD for TENANT'S breach of this Lease Agreement, LANDLORD may recover from TENANT damages incurred by reason of such breach, including the cost and expense of recovering the Demised Premises.



# DRAFT

19) Default of LANDLORD. If LANDLORD shall default in the performance of any term, condition or covenant contained in this Lease and LANDLORD does not remedy or commence act(s) which are necessary to remedy the default within ninety (90) days after written notice thereof, then in such event TENANT shall have the right to immediately terminate and cancel this Lease. LANDLORD shall be liable for any and all damages incurred by TENANT as a result of LANDLORD's breach of the Lease Agreement.

20) Notices. Wherever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be deemed to have been duly given or served when sent in writing by registered or certified mail, postage prepaid, or by overnight express by any major carrier (i.e. Federal Express, Airborne, Purolator, etc.) to the respective addresses hereinafter set forth:

TO LANDLORD: FLETCHER HOSPITAL, INCORPORATED  
d/b/a PARK RIDGE HOSPITAL  
Post Office Box 1569  
Fletcher, NC 28732  
ATTN: Michael Schultz

TO TENANT: HENDERSON COUNTY  
100 North King Street  
Hendersonville, NC 28792  
ATTN: David E. Nicholson

Such addresses may be changed from time to time by either party by serving notice as above provided.

21) Covenants Run with the Land. LANDLORD and TENANT agree that all covenants and obligations hereunder shall run with the land and shall be binding on the original parties hereto and on LANDLORD's successors and assigns, and TENANT's successors and assigns.

22) Waiver. Failure or delay on the part of LANDLORD or TENANT to exercise a right or power hereunder shall not operate as a waiver thereof.

23) Entire Agreement and Modification. This Lease Agreement and any Exhibits attached hereto contain the entire agreement between LANDLORD and TENANT with respect to the leasing of the Demised Premises. Execution of this Lease Agreement shall constitute a revocation of any other lease agreements executed by and between the parties pertaining to the Demised Premises. Any modification of the provisions hereof shall not be effective unless the same is in writing and signed by LANDLORD and TENANT.



**IN WITNESS WHEREOF**, the parties have hereto set their hands and seals on the day and year first above written.

**LANDLORD:**  
**FLETCHER HOSPITAL, INCORPORATED**  
**d/b/a PARK RIDGE HOSPITAL**

**DRAFT**

**BY:** \_\_\_\_\_  
**Michael Schultz, President**

**ATTEST:**

\_\_\_\_\_  
**Dan Enderson, Secretary**

**(CORPORATE SEAL)**

**TENANT:**  
**HENDERSON COUNTY BOARD OF COMMISSIONERS**

**DRAFT**

**BY:** \_\_\_\_\_  
**WILLIAM L. MOYER, Chairman**

**ATTEST:**

\_\_\_\_\_  
**ELIZABETH W. CORN, Clerk to the Board**

**(OFFICIAL SEAL)**



STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, \_\_\_\_\_, Notary Public for said State and County certify that Dan Enderson came before me this day and acknowledged that he is the Secretary of Fletcher Hospital, Incorporated, d/b/a Park Ridge Hospital, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President/Vice President, sealed with its corporate seal, and attested by himself as its Secretary.

THIS the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

**DRAFT**

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

STATE OF NORTH CAROLINA  
COUNTY OF HENDERSON

I, \_\_\_\_\_, Notary Public for said State and County certify that Elizabeth W. Corn came before me this day and acknowledged that she is the Clerk to the Henderson County Board of Commissioners and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Chairman, sealed with its official seal, and attested by herself as the Clerk to the Board.

THIS the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Notary Public

**DRAFT**

My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]



## **EXHIBIT A**

BEING all of that property consisting of a 1,320 square foot 2- stall garage and 1,096 square foot 2-bedroom living area within the building located on 2.69 acres, more or less, as shown and described at Plat Slide 2158, Henderson County Registry, reference to which is hereby made for a more complete and accurate description;

TOGETHER WITH a non-exclusive easement over and across said property for the purposes of ingress, egress and regress and such space on said property as is reasonably necessary for parking purposes."