

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 19 December 2007
SUBJECT: Extension of McCallister lease
ATTACHMENT(S): Draft lease

SUMMARY OF REQUEST:

Attached is a revised draft lease for the McCallister property (HCSO investigations building). It differs from the previously draft in that the term is lengthened from three years to five, and the rent escalates \$1,200.00 per year for each year of the lease.

County staff will be present and prepared if requested to give further information on this matter.

BOARD ACTION REQUESTED:

Approval of the final terms of the lease.

If the Board is so inclined, the following motion is suggested:

I move that the Board approve the McCallister lease as presented.

DRAFT

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, made and entered into this the ____ day of December, 2007, by and between Margy H. McCallister, Trustee (hereinafter referred to as "Lessor") and Henderson County, North Carolina (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located at 201 North King Street, Hendersonville, North Carolina (hereinafter referred to as the "Premises"); and

WHEREAS, Lessor wishes to lease the Premises to Lessee and Lessee wishes to lease the Premises from Lessor for the use of Henderson County, North Carolina;

NOW THEREFORE, for and in consideration of the mutual promises, terms and conditions as hereinafter set forth, Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor all of the real property, and the improvements thereon, located at 201 North King Street, Hendersonville, North Carolina, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. This Lease shall begin on the 1st day of January, 2008, and shall continue from day to day until the last day of December, 2012. Beginning on 1 January 2013 the Lease shall revert to a month by month basis until the Lessee notifies the Lessor in writing at least thirty (30) days in advance of their intention to cancel. However, notwithstanding any other provision hereof, the Lessee may terminate this lease without further liability upon three (3) months advance written notice given to the Lessor by the Lessee.
2. During the period from the 1st day of January, 2008 until the last day of December, 2008, the Lessee shall pay the sum of Thirty-Three Thousand Six Hundred and 00/100 Dollars (\$33,600.00) as rent for the said premises, said amount to be paid in equal monthly installments of Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00) per month.
3. During the period from the 1st day of January, 2009 until the last day of December, 2009, the Lessee shall pay the sum of Thirty-Four Thousand Eight Hundred and 00/100 Dollars (\$34,800.00) as rent for the said premises, said amount to be paid in equal monthly installments of Two Thousand Nine Hundred and 00/100 Dollars (\$2,900.00) per month.
4. During the period from the 1st day of January, 2010 until the last day of December, 2010, the Lessee shall pay the sum of Thirty-Six Thousand and 00/100 Dollars (\$36,000.00) as rent for the said premises, said amount to be paid in equal monthly installments of Three Thousand and 00/100 Dollars (\$3,000.00) per month.

5. During the period from the 1st day of January, 2011 until the last day of December, 2011, the Lessee shall pay the sum of Thirty-Seven Thousand Two Hundred and 00/100 Dollars (\$37,200.00) as rent for the said premises, said amount to be paid in equal monthly installments of Three Thousand One Hundred and 00/100 Dollars (\$3,100.00) per month.
6. During the period from the 1st day of January, 2012 until the last day of December, 2012, and thereafter should this lease become month to month, the Lessee shall pay the sum of Thirty-Eight Thousand Four Hundred and 00/100 Dollars (\$38,400.00) as rent for the said premises, said amount to be paid in equal monthly installments of Three Thousand Two Hundred and 00/100 Dollars (\$3,200.00) per month.
7. During the period prior to the last day of December 2010, the Lessee shall be responsible for all insurance on the said Premises, including insurance covering the building located on the said Premises.
8. The Lessee shall be allowed to make any modifications to said Premises, at its own expense, as Lessee deems necessary, so long as no structural changes are required to the Premises. Any modifications requiring structural changes must be approved, in writing, by Lessor.
9. Lessee shall be responsible for all utilities, including water and electricity.
10. No security deposit shall be required of Lessee.

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THIS the day and year first above written.

LESSOR:

_____(SEAL)
Margy H. McCallister, Trustee

Sworn to and subscribed before me
this the ____ day of _____, 2007.

Notary Public

My Commission Expires: _____

LESSEE:
HENDERSON COUNTY, NC

BY: _____
William L. Moyer, Chairman

ATTESTED BY:

[OFFICIAL SEAL]

Elizabeth W. Corn, Clerk to the Board

APPROVED AS TO FORM:

Charles Russell Burrell, County Attorney

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner
required by the Local Government Budget & Fiscal
Control Act. NCGS 159-28(a)

Henderson County Finance Director