

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 2 February 2009

SUBJECT: Curb market parking lease

ATTACHMENT(S): Draft lease

SUMMARY OF REQUEST:

Attached is a draft of a new lease for the parking lot of the Curb Market.

County staff will be available to present further information on this matter.

BOARD ACTION REQUESTED:

Consideration of the draft.

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

I move that the Board approve the terms of the draft lease for the Curb Market parking area.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 2009, by and between the HENDERSON COUNTY MUTUAL FARMERS CURB MARKET (hereinafter referred to as "Lessor") and the County of Henderson, a body corporate and politic (hereinafter referred to as "Lessee").

STATEMENT OF PURPOSE

Lessor operates "The Curb Market" on premises located at the northwest corner of Church Street and Second Avenue West in the City of Hendersonville, North Carolina. These premises are bounded on the east by Church Street, on the South by Second Avenue West, on the west by Washington Street, and on the north by the Lessor's property line. Lessee desires to lease that portion of these premises used for parking purposes ("the parking area"). Lessee and Lessor are in agreement for the Lessor to lease the parking area to the Lessee on the terms stated herein. The parties in 2006 entered into a lease ("the 2006 lease") for the parking area, which lease ended 31 December 2008.

NOW THEREFORE, and subject to the terms and conditions hereinafter set forth, Lessor does hereby lease and let unto Lessee the parking area, together with all privileges and appurtenances thereto, upon the following terms and conditions:

1. This document replaces the 2006 lease in its entirety.
2. The term of this Agreement shall commence as of 1 March 2009, and shall expire at 11:59 p.m. on the last day of February, 20__, unless otherwise renewed by the parties.
3. Lessee, its elected or appointed officials, agents and employees, and persons who are parking while on business with the Lessee (including but not limited to attending or scheduling meetings or appointments with or of the Lessee, its boards, committees, elected or appointed officials or employees, and attending exhibitions of the Lessee or its tenants, such meetings, appointments and exhibitions collectively referred to here in as "Events") shall be entitled to use the parking area during times when the Lessor is not operating "The Curb Market", but in any event the following times: all day on Sundays, Mondays, Wednesdays, and Fridays of each week; and, such times after the close of The Curb Market (but in any event after 4:00 p.m.) on Tuesdays, Thursdays and Saturdays of each week.
4. In payment for the use of the parking area, Lessee shall pay to the Lessor the annual sum of Seven Thousand Five Hundred Dollars (\$7,500.00), in equal monthly installments, with such installments due and payable on the fifth day of each month, with the first such installment due 1 March 2009.
5. No use of the parking area may be used by vehicles with more than two (2) axles, except for the convenience of the Lessor.

6. Lessee shall, at its sole expense, post signs explaining when the parking area can be used by the Lessee, its elected or appointed officials, agents and employees, and persons who are parking while on business with the Lessee, and noting that violators of this policy are subject to being towed by the Lessor at the violator's expense.
7. After renovations to the Historic Courthouse structure (located as stated below) are completed by the Lessee and after the Lessee's administrative functions occupy the Historic Courthouse, the parties agree that they will examine any impairment of the use of the parking area by the operators and patrons of The Curb Market during Tuesdays, Thursdays and Saturdays of each week resulting from the use of the parking area by the Lessee, its elected or appointed officials, agents and employees, and persons who are parking while on business with the Lessee at Events. Should the Lessor determine that such use results in a significant impairment affecting the business of The Curb Market, the Lessee shall employee personnel from the Henderson County Sheriff's Department as is reasonably necessary to enforce restrictions on its use of the parking area on Tuesdays, Thursdays and Saturdays prior to 4:00 p.m.
8. Lessee agrees that it will not during the term of this agreement operate, nor allow the operation of, a farmer's market or other farm produce sales activities on premises directly controlled by it within a one block radius of the Henderson County Historic Courthouse (located on the block bounded by Main Street, Church Street, First Avenue and Second Avenue within the City of Hendersonville, North Carolina.
9. Lessee's liability insurance would cover any liability (up to the limits of such policy) resulting from the operation of the parking area pursuant to this agreement.
10. Should the parties agree that the parking area is in need of repair (repaving, painting, sealing or the like), the parties shall share equally the cost of the same.
11. This instrument contains the entire agreement between the parties hereto with respect to Lessee's occupancy of the Unit, and all prior and contemporaneous agreements are merged herein, and this instrument shall not be altered or modified except in writing and signed by all parties hereto.

WITNESS our hands and seals as of this day and year first above written.

LESSOR:

By: _____
RALPH KING
Authorized Representative

LESSEE:

By: _____
WILLIAM L. MOYER
Chairman, Henderson County Board of Commissioners