

REQUEST FOR BOARD ACTION
HENDERSON COUNTY
BOARD OF COMMISSIONERS

MEETING DATE: 19 February 2014
SUBJECT: Lease Extension with HCPED
PRESENTER: Charles Russell Burrell
ATTACHMENT(S): Proposed extension

SUMMARY OF REQUEST:

Proposed is an extension of the existing lease with the Partnership for Economic Development. It is in accord with the terms of the lease entered in 2010, and will expire in 2020. It covers all of the space in the current facility, located at 330 North King Street.

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

BOARD ACTION REQUESTED:

Approval of the lease extension.

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

I move that the Board agree to the lease extension proposed with Henderson County Partnership for Economic Development, and authorize the chair and staff to execute the same.

STATE OF NORTH CAROLINA

LEASE EXTENSION

THIS LEASE EXTENSION, made and entered into this the _____ day of _____, 2014, and effective 1 February 2014, by and between HENDERSON COUNTY, hereinafter "the Lessor" and THE HENDERSON COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC., hereinafter "the Lessee";

WITNESSETH:

WHEREAS the parties are the party to a Lease Agreement, dated the 2nd day of November, 2009 ("the Agreement"); and,

WHEREAS the parties hereto have mutually agreed to modify and extend the terms of the Agreement by striking certain of the terms of the Agreement, and replacing them with the provisions as hereinafter set out;

NOW THEREFORE in consideration of the premises and the promises and covenants contained in the terms and conditions hereinafter set forth, the parties hereby agree as follows:

- 1. The description of the premises in the Agreement shall be modified to the following:

BEING all of those premises owned by the Lessor and located at 330 North King Street, Hendersonville, Henderson County, North Carolina.
- 2. Term and Condition 1, "Term", shall be modified by striking the original, and inserting in lieu thereof the following:
 - 1. TERM. The Lessee shall have said lease premises for a term beginning the date hereof and terminating on the 30th day of June, 2020. Either party must give the other party written notice of the termination of this lease by not later than 30 June 2019. Should no such notice be timely given, then this lease shall be automatically renewed for a term of one year. This automatic renewal shall further occur from year to year, on the terms stated herein, unless at least one year's written notice of non-renewal is given.
- 3. Term and Condition 5, "Utilities", shall be modified by striking the original, and inserting in lieu thereof the following:
 - 5. UTILITIES. Lessee shall pay to the Lessor an additional monthly payment representing all utilities payments for the structure located at 330 North King Street, Hendersonville, North Carolina.
- 4. Except as amended hereby modified hereby, the Agreement is hereby restated by the parties as their agreement, and reaffirmed.

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In witness hereof, all parties have caused this Lease Agreement to be duly approved, and to be executed in duplicate, each to have the force and effect of an original.

HENDERSON COUNTY

BY: _____
Charles Messer, Chairman
Henderson County Board of Commissioners

Attest: (County Seal)

Teresa Wilson, Clerk to the Board

(Corporate Seal)

THE HENDERSON COUNTY PARTNERSHIP FOR ECONOMIC DEVELOPMENT, INC.

BY: _____
President

Attest:

Secretary

(Corporate Seal)