

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 16 April 2014

SUBJECT: Lease Renewal: Henderson County Board of Elections

PRESENTER: John Mitchell and Marcus Jones

ATTACHMENT(S): 2014 lease

SUMMARY OF REQUEST:

The current lease on the Board of Elections building expires 30 June 2014.

Attached is a proposed renewal (at lower rent) of the lease for the period through 30 June 2019. Rent lowers from \$72,000 per year to \$54,000. Other material terms remain the same.

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

BOARD ACTION REQUESTED:

Approval of the renewed lease.

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

I move that the Board renew its lease for the current Board of Elections building, on the terms presented in the draft lease accompanying this agenda item.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF HENDERSON

THIS LEASE, made and entered into as of the 1st day of July 2014, by and between William A. Pace, Jr., of 619 Old Spartanburg Highway, Hendersonville, North Carolina (hereinafter referred to as "Lessor") and Henderson County, North Carolina with offices located at 1 Historic Courthouse Square, Suite 5, Hendersonville, NC, 28792 (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain real property located at 95 East Central Street within the City of Hendersonville, North Carolina ("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, for himself, his heirs and assigns, does hereby lease to Lessee and Lessee does hereby lease from Lessor all of the Premises, and the improvements thereon, subject to the following terms and conditions:

TERMS AND CONDITIONS

1. This Lease shall begin on the 1st day of July 2014, and shall continue until June 30, 2019. The lease fee shall be \$54,000.00 each year, said amount payable in equal monthly installments.
2. During the period of this Lease, the Lessee shall be responsible for all insurance Lessee desires on the said Premises, including insurance covering the building located on the said Premises and for all utilities, including water and electricity. No coverage obtained by the Lessee shall be for the benefit of the Lessor. Lessor shall be responsible for any insurance Lessor desires on the Premises.
3. The Lessee shall be allowed to make any modifications to said Premises, at its own expense, as Lessee deems necessary, so long as a sketch is presented to the Lessor for review prior to such modifications being made. Lessee agrees that any modifications to the building that would be considered unmarketable or unreasonable will be removed by Lessee, at its own expense, at the expiration of the term of the Lease or any extension thereof. It is expressly understood and agreed that modifications to the bathrooms required by applicable law are marketable and reasonable modifications to the Premises.
4. Lessee agrees to generally maintain the Premises, plumbing, lighting, heating and air condition system and grounds, including any repairs involving parts which are \$100.00 or less. Lessor agrees to make repairs involving labor and parts which cost in excess of \$100.00 within a reasonable time after Lessor has notice.
5. No security deposit shall be required of Lessee.

THIS the day and year first above written.

LESSOR:

LESSEE:

HENDERSON COUNTY, NC

_____(SEAL)
WILLIAM A. PACE, Jr.

BY: _____
Charles D. Messer, Chairman
Hend. Co. Board of Commissioners

ATTESTED BY:

Teresa Wilson, Clerk to the Board

STATE OF NORTH CAROLNA

COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that Teresa Wilson personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Henderson County, a municipal corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioner, sealed with its corporate seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the ____ day of _____, 2014.

Notary Public

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, _____, Notary Public for said County and State, certify that William A. Pace, Jr., personally appeared before me and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the ____ day of _____, 2014.

Notary Public

My commission expires: