

**REQUEST FOR BOARD ACTION**  
**HENDERSON COUNTY**  
**BOARD OF COMMISSIONERS**

**MEETING DATE:** June 19, 2019  
**SUBJECT:** Board of Elections Lease  
**PRESENTER:** John Mitchell, Business and Community Development Director  
**ATTACHMENTS:** (1) Board of Elections Lease

**SUMMARY OF REQUEST:**

The Henderson County Board of Elections is located in a building leased by the County and owned by Billy Pace LLC. The lease for the property expires at the end of June 2019.

Staff has negotiated a renewal of the current lease for a period of ten years. The property is proposed to be leased for the same amount as the previous agreement, with the addition of an amount equivalent to the total property tax owed during the term of the lease.

The proposed agreement is for \$54,000 per year, plus the amount of ad valorem real property taxes owed the County each year, for 9,367 sqft of commercial space.

**BOARD ACTION REQUESTED:**

Approve the lease for the Board of Elections.

**Suggested Motion:**

*I move that the lease with the Billy Pace LLC be approved and direct staff to execute the contract.*

STATE OF NORTH CAROLINA

**LEASE AGREEMENT**

COUNTY OF HENDERSON

THIS LEASE, made and entered into as of the 1st day of July 2019, by and between William A. Pace, Jr., LLC, of 619 S. Grove St., 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 75 East Central Street within the City of Hendersonville, North Carolina ("the Premises"), which it has previously leased to the Lessee; and

WHEREAS, Lessor wishes to lease the Premises to Lessee and Lessee wishes to continue 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 2019, and shall continue until June 30, 2029. The lease fee shall be the sum of \$54,000.00 plus the amount of *ad valorem* real property taxes owed the County 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 conditioning system and grounds, including any repairs involving parts which are \$200.00 or less. Lessor agrees to make repairs involving labor and parts which cost in excess of \$200.00 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:

WILLIAM A. PACE, JR., LLC

LESSEE:

HENDERSON COUNTY, NC

By: \_\_\_\_\_(SEAL)  
William A. Pace, Jr., Manager

BY: \_\_\_\_\_  
Grady Hawkins, Chairman,  
Henderson County 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 \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Notary Public Name (Printed)

My commission expires:

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, \_\_\_\_\_, Notary Public for said County and State, certify that William A. Pace, Jr., Manager of William A. Pace, Jr., LLC, personally appeared before me and acknowledged the due execution of the foregoing instrument on behalf of the Company in his role as Manager.

WITNESS my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Notary Public Name (Printed)

My commission expires: