

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** April 4, 2005

**SUBJECT:** Lease Agreement with City of Hendersonville

**ATTACHMENTS:** Lease Agreement

**SUMMARY OF REQUEST:**

As has been indicated in the Manager's Monthly Report, staff has been working with the City of Hendersonville to lease a tract of land to use for recreation activities, primarily soccer. The property in question is located adjacent to Jackson Park and consists of approximately 11.09 acres. The City has agreed to the attached lease that includes the following terms – rent is \$1 per year, the lease is year to year with automatic renewals, the lease may be terminated with 30 days notice, and the County may use the property for recreation purposes. It should be noted that the County Attorney drafted this agreement.

**COUNTY MANAGER'S RECOMMENDATION/ACTION REQUIRED:**

County staff recommends approval of the attached lease agreement as presented.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

### LEASE AGREEMENT

This Lease Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Hendersonville, a North Carolina municipal corporation ("City"), and Henderson County, North Carolina, a body politic and corporate ("County").

#### Background Facts:

1. City is the owner of certain real property located in Henderson County, North Carolina, containing approximately 11.09 acres, more or less, bounded by (among other properties) the property of the County known as "Jackson Park" on the north, the right of way of Norfolk Southern Railway (or its predecessors in interest) on the southwest, and being more particularly described as Henderson County parcel identification number 00957807826255 ("the real property").

2. The County desires to use the real property for recreation purposes, and the City is willing to allow the same, on the terms contained herein.

#### Statement of Agreement:

1. The City hereby leases to the County, subject to the terms and conditions hereinafter expressed, and the County hereby accepts as tenant of the City, the real property.

2. The rent for the real property shall be the sum of One Dollar (\$1.00) per year.

3. The term of this lease shall be from the date hereof through December 31, 2005. This lease agreement shall automatically renew, at the same annual rent, for periods of one year, running from January 1 of each year through December 31 of that year. However, either party may terminate this lease upon 30 days written notice to the other party.

4. The County acknowledges that the act of taking possession of the real property shall constitute acceptance thereof and conclusive evidence that County has inspected and examined the real property and that the same is, and are, in good and satisfactory condition.

5. The County shall use the real property, in concert with and in like manner to the County's real property known as "Jackson Park", to provide recreation to all the County's residents.

CITY OF HENDERSONVILLE

By: \_\_\_\_\_  
FRED NIEHOFF  
Mayor of Hendersonville

Attested by:

\_\_\_\_\_  
City Clerk

HENDERSON COUNTY

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

Attested by:

\_\_\_\_\_  
Clerk to the Board of Commissioners