

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY BOARD OF COMMISSIONERS

**MEETING DATE:** June 6, 2005

**SUBJECT:** McCallister Lease

**ATTACHMENTS:** Yes

### **SUMMARY OF REQUEST:**

The Board is requested to approve the continuation of the lease on the McCallister Building. The term of the lease is for one year with a month-by-month basis afterward. This will allow us flexibility in scheduling the move of the Sheriff's Department staff to the County Office Building.

### **COUNTY MANAGER RECOMMENDATION:**

I recommend that the Board approve this lease.

**STATE OF NORTH CAROLINA**

**LEASE**

**COUNTY OF HENDERSON**

**THIS LEASE**, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2005, by and between Margy H. McCallister, Trustee (hereinafter referred to as "Lessor") and Henderson County, North Carolina (hereinafter referred to as "Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor is the owner of certain real property located at 201 North King Street, Hendersonville, North Carolina, formerly known as "Mac's Auto Supply" (hereinafter referred to as 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 does hereby lease to Lessee and Lessee does hereby lease from Lessor all of the real property, and the improvements thereon, located at 201 North King Street, Hendersonville, North Carolina, formerly known as "Mac's Auto Supply", subject to the following terms and conditions:

**TERMS AND CONDITIONS**

1. This Lease shall begin on the 1st day of July, 2005, and shall continue from day to day until the last day of June, 2006. Beginning on July 1, 2006 the Lease shall revert to a month by month basis until the Lessee notifies the Lessor in writing at least thirty (30) days in advance of their intention to cancel.
2. During the period from the 1<sup>st</sup> day of July 2005 until the last day of June, 2006, the Lessee shall pay the sum of Thirty Thousand and 00/100 Dollars (\$30,000.00) per year as rent for the said premises, said amount to be paid in equal monthly installments. Beginning on July 1, 2006 the Lessee shall pay a rent of Two Thousand and Five Hundred and 00/100 Dollars (\$2,500.00) per month.
3. During the period of this Lease, the Lessee shall be responsible for all insurance on the said Premises, including insurance covering the building located on the said Premises.
4. The Lessee shall be allowed to make any modifications to said Premises, at its own expense, as Lessee deems necessary, so long as no structural changes are required to the Premises. Any modifications requiring structural changes must be approved, in writing, by Lessor.
5. Lessee shall be responsible for all utilities, including water and electricity.
6. No security deposit shall be required of Lessee.

**THIS** the day and year first above written.

**LESSOR:**

\_\_\_\_\_(SEAL)  
**Margy H. McCallister, Trustee**

**Sworn to and subscribed before me  
this the \_\_\_\_ day of \_\_\_\_\_, 2005.**

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

**My Commission Expires: \_\_\_\_\_**

**LESSEE:  
HENDERSON COUNTY, NC**

**BY: \_\_\_\_\_  
William L. Moyer, Chairman**

**ATTESTED BY:**

**[OFFICIAL SEAL]**

\_\_\_\_\_  
**Elizabeth W. Corn, Clerk to the Board**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Charles Russell Burrell, County Attorney**

**PREAUDIT CERTIFICATE**

**This instrument has been preaudited in the manner  
required by the Local Government Budget & Fiscal  
Control Act. NCGS 159-28(a)**

\_\_\_\_\_  
**Henderson County Finance Director**