

# REQUEST FOR BOARD ACTION

## HENDERSON COUNTY

### BOARD OF COMMISSIONERS

**MEETING DATE:** 27 June 2006

**SUBJECT:** Renewal of HCSO Mounted Patrol Lease

**ATTACHMENT(S):** Existing lease

**SUMMARY OF REQUEST:**

The County has previously leased land for use of the Henderson County Sheriff's Office Mounted Patrol. The lease, for \$700.00 per year, expires 30 September 2006, but is renewable (at the same rate) for a period of five additional years. The Sheriff's Department has requested its renewal.

**PROPOSED BOARD ACTION:**

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

***I move that the Board exercise its option to renew the lease of land used for the HCSO Mounted Patrol.***

STATE OF NORTH CAROLINA

LEASE

COUNTY OF HENDERSON

THIS LEASE, made and entered into this the 19<sup>th</sup> day of Sept., 2001, by and between Billie Mullinax, Owner (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, approximated 21.99 acres, located on and surrounding Bobbie Memorial Drive, Horseshoe, North Carolina; and

WHEREAS, Lessor wishes to lease a portion of the Premises to Lessee and Lessee wishes to lease a portion of 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 that portion of the real property, as described herein below, subject to the following terms and conditions:

#### TERMS AND CONDITIONS

1. This Lease shall begin on the 1st day of October, 2001, and shall continue from day to day until the last day of September, 2006. Lessee shall have the option at that time to extend this Lease for an additional term of five (5) years until the last day of September, 2011.
2. The amount of rent to be paid to Lessor by Lessee shall be seven hundred dollars (\$700.00) per year. Said rent payment shall be made on an annual basis to Lessor on or before the annual anniversary date of this lease. Lessor shall remain responsible for paying all taxes, including the ad valorem property taxes assess by Henderson County.
3. During the period of this Lease, the Lessee shall be responsible for all insurance on the said portion of the Premises leased.
4. The Lessee shall be allowed to make any modifications, additions or improvements to said Premises, at its own expense, as Lessee deems necessary. Any modifications, additions, or improvements shall become the property of Lessor upon expiration of the lease.
5. No security deposit shall be required of Lessee.
6. That portion of said property, constituting approximately ten (10) acres, is described

as follows:

All property owned by Billie Mullinax (aka Billie Roberts), recorded at 656/575, that lies north of the stream running from west to east across said property, and that lies south of the property boundary with Stella Holder, recorded at 231/361, including use of the private gravel drive to access said property.

THIS the day and year first above written.

LESSOR:

Billie Mullinax (SEAL)  
Billie Mullinax, Owner

Sworn to and subscribed before me  
this the 19<sup>th</sup> day of Sept., 2001.

Cheryl Corn  
Notary Public

My Commission Expires: 4-17-05

LESSEE:  
HENDERSON COUNTY, NC

BY: William L. Moyer  
William L. Moyer, Chairman

ATTESTED BY:

Elizabeth W. Corn  
Elizabeth W. Corn, Clerk to the Board

[OFFICIAL SEAL]

APPROVED AS TO FORM:

Angela S. Beeker  
Angela S. Beeker, County Attorney

PREAUDIT CERTIFICATE  
This instrument has been preaudited in the manner  
required by the Local Government Budget & Fiscal  
Control Act, N.C.G.S. 159-28(a)

James C. McDella  
Henderson County Finance Director