

REQUEST FOR BOARD ACTION

HENDERSON COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: 6 February 2017

SUBJECT: Extension of library parking agreement with First Nazarene Church

PRESENTER: Charles Russell Burrell and Trina Rushing

ATTACHMENT(S): Proposed License Agreement

SUMMARY OF REQUEST:

Proposed is an extension of the parking agreement utilized by the Henderson County Public Library for patrons and staff, using the property owned by The First Church of the Nazarene of Hendersonville. The proposed extension is for a period of ten (10) years, at the same annual rate (\$10,000.00) are presently in effect.

The proposed agreement provides that “[t]he County may terminate this agreement upon one (1) year written notice.”

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

BOARD ACTION REQUESTED:

Approval of the proposed extension.

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

I move that the Board approve the proposed extension of the library parking license agreement with First Church of the Nazarene.

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this day of Sept. 1st, 2016 by and between THE FIRST CHURCH OF THE NAZARENE (hereinafter "Church") and THE COUNTY OF HENDERSON (hereinafter "County");

WITNESSETH

WHEREAS, the parties have hereto been party to a License Agreement whereby the County has been allowed to use certain property owned by the Church (namely, the parking area between the child's buildings and the main branch of the Henderson County Public Library (the "Library"), as a parking area for the staff and patrons of the Library, on the terms stated herein; and,

WHEREAS, the parties wish to continue their existing agreement, on the terms stated below.

NOW, THEREFORE, based upon the foregoing, the Church by these presents does grant unto the said County a license to use the above described property for a term of ten (10) years from this date, subject to the following terms, conditions and understandings:

1. The County's use of said property will be limited to use for charitable, or nonprofit educational, literary, scientific, or cultural purposes which will not change the character of the use of said property from the property's current tax exempt status. Said use more particularly being the use of said property as a parking area for the staff and patrons of the Library.

2. The County's use of said property shall be limited to such times when the Church can reasonably accommodate the County's use, namely those times when the Church is not in need of the said area for Church parking or other Church activities, but in particular, the area may not be used by the County on Sundays.

3. The County shall:

(a) Pay the church annually by September 10th for the use of their parking lot in the amount of TEN THOUSAND AND NO/100 DOLLARS, (\$10,000.00).

(b) Provide insurance to cover any liability which may accrue to either the Church or the County as a result of the County's use of said property.

4. The County may terminate this agreement upon one (1) year written notice.

On this the day and year above first written, the parties have caused this Agreement to be executed in duplicate, by their duly authorized representatives, each duplicate to constitute an original.

FIRST CHURCH OF THE NAZARENE

By: Rev. Sherman S. Waters (SEAL)
President / CEO, Trustee
SHERMAN S. WATERS

COUNTY OF HENDERSON

By: _____
~~Thomas H. Thompson~~, Chairman
Henderson County Board of Commissioners
J. Michael Edney

ATTESTED: _____
Teresa Wilson, Clerk to the Board